VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND
Civil Division

GWENDOLYN D. DOUGLAS,

Plaintiff,

v. Case No. CL15-3935-1

OCWEN LOAN SERVICING, LLC
Please Serve:
Corporation Service Company
Bank of America Center, 16th Floor
1111 East Main Street
Richmond, Virginia 23219
Registered Agent,

WELLS FARGO BANK, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER WITH WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, TRUSTEE FIRST FRANKLIN MORTGAGE LOAN TRUST 2003-FF5 ASSET-BACKED CERTIFICATES SERIES 2003-FF5
Please Serve:
Corporation Service Company
Bank of America Center, 16th Floor
1111 East Main Street
Richmond, Virginia 23219
Registered Agent,

RECEIVED AND FILED
CIRCUIT COURT
SEP 16 2015
EDWARD F. JEWETT, CLERK
BY ______ D.C.

Defendant.

COMPLAINT

Now comes Gwendolyn D. Douglas ("Gwen Douglas"), by counsel, and sets forth to the Court the following:

Parties

1. Gwen Douglas is a natural person who resides in her home ("the home") located at 9508 Willow Ridge Drive, Glen Allen, Virginia 23060.

EXHIBIT
A

2. Ocwen Loan Servicing, LLC ("Ocwen") is a for-profit corporation doing business in the Commonwealth of Virginia.

3. Wells Fargo Bank, National Association as Successor by Merger with Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5 ("Wells Fargo Trustee") is a for-profit bank doing business in the Commonwealth of Virginia. Wells Fargo Bank Minnesota, National Association was merged into Wells Fargo Bank, National Association so that Wells Fargo Bank, National Association is the successor-in-interest of Wells Fargo Bank Minnesota, National Association.

Venue

4. Venue is proper in this Court because Ocwen's registered agent is located in the City of Richmond, Virginia.

Facts

Facts Applicable to All Counts

5. On October 9, 2003, Michael R. Douglas ("Michael Douglas") and Gwen Douglas, as husband and wife, entered into a mortgage loan ("the loan") in which they were the borrowers and First Franklin Financial Corporation was the lender. The loan was evidenced by a note ("the note") signed by the Michael Douglas and Gwen Douglas, secured by a deed of trust ("the deed of trust"), signed by them, which was recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia ("the public land records") as a lien on the home.

6. The note has been assigned.

7. Wells Fargo Trustee has claimed ownership of the note.

8. Where appropriate, the exhibits accompanying this complaint have been redacted to remove sensitive personal identifiers and financial account information.

9. In 2009, Michael Douglas and Gwen Douglas entered into a loan modification agreement with Wells Fargo Trustee. A copy of that loan modification agreement is attached hereto marked "Exhibit A."

10. Saxon Mortgage Services, Inc. ("Saxon) acted as servicer as to the note and the deed when the loan was modified pursuant to Exhibit A.

11. Wells Fargo Trustee retained Ocwen as servicer as to the note and the deed of trust. On April 16, 2010, servicing of the loan transferred from Saxon to Ocwen. At all times relevant to this case, Ocwen acted on its own and as agent for Wells Fargo Trustee.

12. On July 22, 2010, in the case styled *Michael Robert Douglas v. Gwendolyn Denise Douglas* – Case Number CL09001982-00, the Circuit Court of Henrico County entered a final decree of divorce (the "divorce decree"), granting Michael Douglas a divorce from Gwen Douglas.

13. On February 24, 2011, Gwen Douglas and Michael Douglas executed a deed of gift which conveyed all interest in the home to Gwen Douglas. That deed of gift was subsequently recorded in the public land records. A copy of the recorded deed of gift is attached hereto marked "Exhibit B."

14. In 2011, Michael Douglas, Gwen Douglas, and Wells Fargo Trustee entered into an "Assumption & Assignment Agreement" whereby Gwen Douglas became the sole obligor as to the note. A copy of that agreement is attached hereto marked "Exhibit C." Exhibit C permanently modified the interest rate on the loan to 2.25%.

15. As part of the process for obtaining Exhibit C, Ocwen charged Gwen Douglas $750.00.

Count One - Breach of the Federal Real Estate Procedures Act - Suit Against Ocwen Seeking Compensatory Damages and Attorney's Fees

16. On July 30, 2013, Gwen Douglas sent a letter to Ocwen by facsimile that constituted a qualified written request pursuant to the federal Real Estate Settlement Procedures Act ("RESPA") at 12 U.S.C. Section 2605 (e)(1)(B)(2)(2) and 24 C.F.R. Section 3500.21 (e). A copy of that letter with enclosures and the fax transmission confirmation page and cover page is attached hereto marked "Exhibit D." Exhibit D enclosed a copy of a cashier's check payable to Ocwen in the amount of $750.00. Gwen Douglas sent the cashier's check the Law Offices of Les Zieve to pay for fees charged by Ocwen for processing Exhibit C. On information and belief, Ocwen received the cashier's check for $750.00 but did not apply it to the fees charged for processing Exhibit C.

17. On September 13, 2013, Gwen Douglas sent a letter to Ocwen by facsimile that constituted a qualified written request pursuant to the federal Real Estate Settlement Procedures Act ("RESPA") at 12 U.S.C. Section 2605 (e)(1)(B)(2)(2) and 24 C.F.R. Section 3500.21 (e). A copy of that letter with enclosures and the fax transmission confirmation page is attached hereto marked "Exhibit E." Exhibit E requested that Ocwen complete a Payee Acknowledgment of Stop Payment on Virginia Credit Union, Inc. Official Check so Gwen Douglas could obtain return of the $750.00 held by Virginia Credit Union, Inc. to cover the cashier's check sent to the Law Offices of Les Zieve. Ocwen has not complied with the request set forth in Exhibit E.

18. Under the provisions of RESPA, 12 U.S.C. Section 2605(e) (1) (A) and 12 U.S.C. Section 2605(e) (2) (A) (B), Ocwen was required to make appropriate corrections to the account of Gwen Douglas as requested in Exhibits D and E but failed to do so. Ocwen's failure to appropriately respond to Exhibits D and E breached the requirements of RESPA.

19. Gwen Douglas registered for an online account with Ocwen as to the loan.

20. In December 2014, the online account for the loan began erroneously indicating that the interest rate on the loan would increase to 7.25% beginning with the January 2015 payment. The online account for the loan stated that the monthly payment (including principal, interest, taxes, and insurance) would increase to $1450.84 as of the January 2015 payment.

21. The correct monthly payment amount for the loan for January 2015 to the present is $1048.89.

22. Gwen Douglas was distressed that Ocwen was claiming that the interest rate on the loan would increase as of January 1, 2015 and began repeatedly calling Ocwen to request that Ocwen confirm that interest rate on the loan would not increase to 7.25% beginning on January 1, 2015 and would remain fixed at 2.25%.

23. Throughout December 2014, Gwen Douglas had multiple telephone conversations with Ocwen representatives regarding the claim by Ocwen that the interest rate on the loan would increase as of January 1, 2015. In each of those conversations, the Ocwen representative on the phone claimed that Ocwen had no record of Exhibit C.

24. Beginning on January 1, 2015, Ocwen claimed that the interest rate on the loan had increased to 7.25% for the remaining term of the loan. In each of those

conversations, the Ocwen representatives claimed that Ocwen had no record of Exhibit C.

25. From January 1, 2015 through May 2015, Gwen Douglas had repeated conversations with Ocwen representatives regarding the claim by Ocwen that the interest rate on the loan increased to 7.25%.

26. On January 8, 2015, Ocwen received a payment from Gwen Douglas of $1,169.27. This payment was sufficient to cover the payment actually due on the loan for January 2015. Ocwen, based on its wrongful claim that the interest rate on the loan had increased to 7.25%, did not apply the payment to the loan and placed it in a suspense account.

27. Thereafter, because she was concerned that Ocwen would wrongly claim she was in default on the loan, Gwen Douglas sent a second payment to Ocwen of $281.57. Ocwen received that payment on January 15, 2015, within the grace period allowed under the note for the January 1, 2015 payment.

28. Ocwen received a payment of $1,600.00 from Gwen Douglas on February 25, 2015. This payment was more than sufficient to cover the payment actually due on the loan for February 2015 plus a late fee charge of $40.38.

29. In February 2015, Ocwen sent Gwen Douglas a copy of the Assumption & Assignment Agreement which had not been executed by Wells Fargo Trustee, but continued, through its representatives, to claim that Exhibit C was not in effect as to the loan.

30. On March 13, 2015, Ocwen received a payment of $250.00 from Gwen Douglas. This payment, when combined with the extra payments made in January and February

2015 and accounting for the February 2015 late charge, was sufficient to cover the payment due on March 1, 2015 within the grace period allowed under the note for such payment.

31. Gwen Douglas did not make a payment on the loan in April 2015.

32. On April 7, 2015, Gwen Douglas sent a letter to Ocwen which constituted a qualified written request pursuant to the federal Real Estate Settlement Procedures Act ("RESPA") at 12 U.S.C. Section 2605 (e)(1)(B)(2)(2) and 24 C.F.R. Section 3500.21 (e). A copy of that letter with enclosures and the fax transmission confirmation page and cover page is attached hereto marked "Exhibit F."

33. Exhibit F also constituted a Notice of Error pursuant to 12 C.F.R. Section 1024.35 and a Request for Information pursuant to 12 C.F.R. Section 1024.36.

34. On April 13, 2015, Gwen Douglas sent a letter to Ocwen which constituted a qualified written request pursuant to 12 U.S.C. Section 2605 (e)(1)(B)(2)(2) and 24 C.F.R. Section 3500.21 (e). A copy of that letter with the fax transmission confirmation and cover page is attached hereto marked "Exhibit G."

35. Exhibit G also constituted a Notice of Error pursuant to 12 C.F.R. Section 1024.35 and a Request for Information pursuant to 12 C.F.R. Section 1024.36.

36. Under the provisions of RESPA, 12 U.S.C. Section 2605(e) (1) (A) and 12 U.S.C. Section 2605(e) (2) (A) (B), Ocwen was required to make appropriate corrections to the account of Gwen Douglas as requested in Exhibits F and G but failed to do so. Under the provisions of 12 C.F.R. Section 1024.35, Ocwen was required to acknowledge receipt of Exhibits F and G and make appropriate corrections to the account of Gwen Douglas as requested in Exhibits F and G but failed to do so. Under

the provisions of 12 C.F.R. Section 1024.36, Ocwen was required to acknowledge receipt of Exhibits F and G and to provide Gwen Douglas with the information requested in Exhibits F and G but failed to do so. Ocwen's failure to appropriately respond to Exhibits F and G breached the requirements of RESPA. Attached hereto marked "Exhibit H" is a copy of correspondence from Ocwen that failed to adequately respond to Exhibits F and G.

37. On May 8, 2015, Ocwen received a payment of $1,100.00 from Gwen Douglas. This payment was sufficient to cover the April 2015 loan payment plus a late fee charge of $40.38.

38. On June 8, 2015, Ocwen received a payment of $1,050.00 from Gwen Douglas. This payment was sufficient to cover the May 2015 payment.

39. On June 18, 2015, Ocwen received a payment of $1,100.00 from Gwen Douglas. This payment was sufficient to cover the June 2015 payment plus $40.38 for the late charge for the May 2015 payment.

40. On July 15, 2015, Ocwen received a payment of $1,100.00 from Gwen Douglas. This payment was sufficient to cover the July 2015 payment plus $40.38 for the late fee charge for the June 2015 payment within the grace period allowed under the note for the July 2015 payment.

41. As of July 15, 2015, Gwen Douglas was current on the loan.

42. Ocwen returned the payments made by Gwen Douglas in June and July 2015. The June 8, 2015 payment was returned on June 23, 2015. The June 18, 2015 payment was returned on July 3, 2015. The July 15, 2015 payment was returned on July 27, 2015.

43. On June 11, 2015, counsel for Gwen Douglas sent a qualified written request to Ocwen pursuant 12 U.S.C. Section 2605 (e)(1)(B)(2)(2) and 24 C.F.R. Section 3500.21 (e). A copy of that qualified written request is attached hereto marked "Exhibit I." Ocwen sent two responses to Exhibit I. Neither response constituted a correction of the account as requested in Exhibit I.

44. Under the provisions of RESPA, 12 U.S.C. Section 2605(e) (1) (A) and 12 U.S.C. Section 2605(e) (2) (A) (B) Ocwen was required to make appropriate corrections to the account of Gwen Douglas as requested in Exhibit I but failed to do so. Ocwen's failure to make appropriate corrections to the account of Gwen Douglas as requested in Exhibit I breached the requirements of RESPA.

45. On July 20, 2015, counsel for Gwen Douglas sent another qualified written request to Ocwen pursuant 13 U.S.C. Section 2605 (e)(1)(B)(2)(2) and 24 C.F.R. Section 3500.21 (e). A copy of the qualified written request sent on July 20, 2015 with enclosures is attached hereto marked "Exhibit J."

46. Under the provisions of RESPA, 12 U.S.C. Section 2605(e) (1) (A),) and 12 U.S.C. Section 2605(e) (2) (A) (B) Ocwen was required to make appropriate corrections to the account of Gwen Douglas as requested in Exhibit J. Ocwen failed to do so.

47. As set forth herein above, Ocwen breached the requirements of RESPA.

48. Despite Exhibits F, G, I, and J Gwen Douglas has been subjected to negative credit reports regarding the loan, the note, and the deed of trust, which has reduced her credit scores, causing her economic harm.

49. As a proximate result of such breach of RESPA by Ocwen, Gwen Douglas sustained actual damages because of the following:

A. She never received any credit to reverse the wrongful charges against her that were set forth in Exhibits F and G.

B. Her credit score was harmed to her economic detriment because Ocwen refused to correct the account to reflect that Exhibit C was in effect.

C. She was substantially inconvenienced.

D. She suffered physical and emotional distress, including but not limited to anxiety, fear, worry, lack of sleep, embarrassment, shame, humiliation, and increased blood pressure (resulting in resumption of medical treatment to control blood pressure).

50. As a result of the facts set forth in this Count of this complaint, Douglas has a claim against Ocwen for actual and statutory damages pursuant to 12 U.S.C. Section 2605(f) (1) (A) (B) and for attorney's fees. Said actual damages include the economic damages recited in paragraphs 49 (a) and (b) of this complaint; the inconvenience recited in paragraph 49 (c); and the emotional distress recited in paragraph 49 (d) of this complaint.

Count Two – Breach of the Implied Covenant of Good Faith and Fair Dealing – Suit Against Wells Fargo Trustee for Damages

51. Gwen Douglas re-avers the facts set forth in Count One of this complaint, except for the averments as to remedy.

52. The note and deed of trust contained an implied covenant obligating the holder of the note, and/or any entity acting as creditor, to treat Gwen Douglas with good faith and fair dealing. Any holder of the note, as to the deed of trust, assumed, upon accepting endorsement or assignment of the note, the duty of good faith and fair dealing included in the note and deed of trust (as is so of every contract) that

neither party shall do anything which will have the effect of destroying or injuring the other party to receive the benefit of that party's rights and benefits under the contract.

53. The rights under the deed of trust, under Virginia law, accrued to the holder of the note.

54. Wells Fargo Trustee, acting through Ocwen, breached the implied covenant of good faith and fair dealing included in the note for reasons including but not limited to: (1) wrongfully claiming that the interest rate on the loan increased as of the January 2015 payment and (2) denying that Exhibit C was not in effect as to the loan. The effect of such actions by Wells Fargo Trustee, acting through Ocwen, was to deny Gwen Douglas' rights under the terms of the note as modified by Exhibit C.

55. The actions by Wells Fargo Trustee (on its own and/or through Ocwen as its agent) averred in Count One of this complaint, except for the paragraphs setting forth Gwen Douglas' entitlement to relief as to that count, constituted breaches of the aforesaid implied covenant of good faith and fair dealing.

56. As a proximate result of the breaches by Wells Fargo Trustee of the said implied covenant of good faith and fair dealing, Gwen Douglas sustained and will sustain the damages set forth in paragraph 49 of this complaint, except for subparagraph 49 (D).

57. As a result of Wells Fargo Trustee's breaches of the aforesaid implied covenant of good faith and fair dealing, Gwen Douglas is entitled to entry of an order by this Court awarding her judgment against Wells Fargo Trustee for compensatory damages.

Conclusion

WHEREFORE, Gwen Douglas prays that the Court:

A. Award her compensatory damages against Ocwen for $50,000.00.

B. Award her statutory damages against Ocwen for $2,000.00.

C. Award her compensatory damages against Wells Fargo Trustee for $50,000.00.

D. Enter an Order requiring Ocwen to pay her reasonable attorney's fees as to Count One of this complaint.

Respectfully submitted,

GWENDOLYN D. DOUGLAS

By________________
Counsel

Henry W. McLaughlin (VSB No. 07105)
Drew D. Sarrett (VSB No. 81658)
Law Office of Henry McLaughlin, P.C.
Eighth and Main Building
707 East Main Street, Suite 1050
(804) 205-9020; fax (877) 575-0245
henry@mclaughlinvalaw.com
drew@mclaughlinvalaw.com
Counsel for Gwendolyn D. Douglas

EXHIBIT A

Return To:

Saxon Mortgage Services Inc.
4708 Mercantile Drive
Fort Worth, TX 76137

Prepared By:

Saxon Mortgage Services Inc.
4708 Mercantile Drive
Fort Worth, TX 76137

Tax Map Reference Number:
RPC/Parcel ID Number:

LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate and a Stated Balloon Amount Feature)

Loan Number: [redacted]

This Loan Modification Agreement ("Agreement"), made this 9th day of November, 2009 , between
MICHAEL R DOUGLAS, GWENDOLYN D DOUGLAS

("Borrower") and
Wells Fargo Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2003-FF5 by: Saxon Mortgage Services, Inc. as its attorney-in-fact

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 9, 2003 and recorded in the
Official Records of HENRICO COUNTY
[Name of Records] [County and State, or other Jurisdiction]

and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

9508 WILLOW RIDGE DR
GLEN ALLEN, VA 23060

[Property Address]

the real property described being set forth as follows:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT 'A'

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

1. As of November 9, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $ 179,123.49, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

   The Unpaid Principal Balance does not include the following amount which is also payable under the Note and Security Instrument, $ 5,523.33 (the "Stated Balloon Amount"), because this is the amount that Borrower owes to Lender in arrears. Lender hereby agrees to waive charging further interest on the Stated Balloon Amount to Borrower in exchange for Borrower's promise to pay the Stated Balloon Amount to Lender on November 1, 2033 (the "Maturity Date") in this Agreement.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at an annual interest rate and Borrower promises to pay monthly payments in U.S. dollars on the same day of each succeeding month according to the following schedule until principal and interest are paid in full:

SCHEDULE APPEARS ON FOLLOWING PAGE.

INTEREST RATE CHANGE DATE	INTEREST RATE	NUMBER OF MONTHLY PAYMENTS DUE STARTING ON	MONTHLY PAYMENT AMOUNT
12/01/2009	2.250%	60 monthly principal & interest payments starting on 01/01/2010	$807.61 monthly principal & interest payment
12/01/2014	7.250%	227 monthly principal & interest payments starting on 01/01/2015	$1,209.56 monthly principal & interest payment

If on November 1, 2033 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower also promises to pay the Stated Balloon Amount, without interest, to the order of Lender, if not sooner, on the Maturity Date.

At least 90 days but not more than 120 days before the Maturity Date, Lender must send me a notice which indicates the Maturity Date and the amount of the final payment which is due on that date ("Stated Balloon Amount Payment") assuming all scheduled payments due between the date of the notice and the Maturity Date are paid and received on time.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

   If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

   (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

_______________________________ (Seal)
MICHAEL R DOUGLAS -Borrower

_______________________________ (Seal)
GWENDOLYN D DOUGLAS -Borrower

_______________________________ (Seal)
-Borrower

_______________________________ (Seal)
-Borrower

_______________________________ (Seal)
-Borrower

_______________________________ (Seal)
-Borrower

_______________________________ (Seal)
-Borrower

_______________________________ (Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Virginia
County of HENRICO

This instrument was acknowledged before me on 19th Day of November, 2009 by Michael R Douglas, Gwendolyn D Douglas

My commission expires: June 30, 2013

____
Notary Public # 7236264

BARBARA MILLS WADE
COMMONWEALTH OF VIRGINIA
NOTARY PUBLIC

Wells Fargo Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2003-FF5 by: Saxon Mortgage Services, Inc. as its attorney-in-fact (Seal) -Lender

By: [signature]
Marie White

LENDER ACKNOWLEDGMENT

Commonwealth/State of Texas
County of Tarrant

The foregoing instrument was acknowledged before me this April 23, 2010 by Marie White,

as attorney-in-fact on behalf of
Wells Fargo Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2003-FF5 by: Saxon Mortgage Services, Inc. as its attorney-in-fact

a Texas corporation, on behalf of the said corporation.

Virginia Dickson [signature]
Virginia Dickson

My Commission Expires: 6/10/13
Acting in the County of Tarrant

VIRGINIA DICKSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 06/10/2013

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF VIRGINIA, COUNTY OF HENRICO, CITY OF GLEN ALLEN DESCRIBED AS FOLLOWS:
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO BELONGING, LYING AND BEING IN THE BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA, KNOWN AND DESIGNATED AS LOT 18, BLOCK B, SECTION 2, OF HUNGARY RIDGE, AS SHOWN ON A PLAT OF SUBDIVISION PREPARED BY KOONTZ-BRYANT, P. C., ENGINEERS AND SURVEYORS, DATED OCTOBER 17,1994, ENTITLED "HUNGARY RIDGE, SECTION 2,"RECORDED DECEMBER 16,1994, IN THE CLERK'S OFFICE, CIRCUIT COURT, COUNTY OF HENRICO, VIRGINIA, IN PLAT BOOK 99, PAGES 110 AND 111, REFERENCE TO WHICH PLAT IS MADE FOR A MORE PARTICULAR DESCRIPTION OF REAL ESTATE.
SOURCE OF TITLE: BOOK 2693 PAGE 1649 (RECORDED 01/02/1997)
APN: 0050180000B 0018

EXHIBIT B

LR 201100006599 03/03/2011 12:31:00 PM

BK4858PG0776

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.93]

TAX EXEMPT | CORP

Date of Instrument: [2/11/2011]
Instrument Type: [DEC DBGHIC
Number of Parcels [1]
Number of Pages [3]
City ☐ County ☒ [Henrico County]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Douglas]	[Michael]	[R]	[ ]
[Douglas]	[Gwendolyn]	[D]	[ ]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[Douglas]	[Gwendolyn]	[D]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [Gwendolyn D Douglas]
(Address 1) [9508 Willow Ridge Drive]
(Address 2) [ ]
(City, State, Zip) [Glen Allen] [VA] [23060]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Henrico County] Percent. in this Juris. [100]
Book [ ] Page [ ] Instr. No [ ]
Parcel Identification No (PIN) [7657597971]
Tax Map Num. (if different than PIN) [7657597971]
Short Property Description [Lot 18 Block B Section 2 Hungary Ridge]
[ ]
Current Property Address (Address 1) [9508 Willow Ridge Drive]
(Address 2) [ ]
(City, State, Zip) [Glen Allen] [VA] [23060]

Instrument Prepared By [Robert G Kastenbaum]
Recording Paid for By [Robert G Kastenbaum]
Return Recording To (Name) [Robert G Kastenbaum]
(Address 1) [Kerns Kastenbaum & Reinhardt PLC]
(Address 2) [1809 Staples Mill Rd Ste 300]
(City, State, Zip) [Richmond] [VA] [23230]
Customer Case ID [Douglas] [ ] [ ]

Cover Sheet Page # 1 of 1

BK4858PG0777

This document was prepared by:
Robert G. Kastenbaum, Esquire
1809 Staples Mill Rd., #300
Richmond, VA 23230-3515

Title Insurance Co: NONE
Map No.: 765-759-7971

This deed is exempt from recordation taxes pursuant to §58.1-810 of the 1950 Code of Virginia, as amended.

KERNS & KASTENBAUM, PLC
1809 Staples Mill Road, Suite 300
Richmond, VA 23230

QUITCLAIM DEED

THIS DEED, is made this 11th day of February, 2011, by and between **GWENDOLYN D. DOUGLAS and MICHAEL R. DOUGLAS,** (hereinafter referred to as the "Grantor"); and **GWENDOLYN D. DOUGLAS,** (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

THAT FOR and in consideration of the sum of ONE DOLLAR ($1.00) cash in hand paid, the receipt of which is hereby acknowledged by the Grantors, the Grantors hereby quitclaim, release, grant and convey unto the said Gwendolyn D. Douglas any and all right, title and interest in and to the real estate described on Schedule "A" attached hereto and incorporated herein by this reference (the "Property").

This conveyance is made subject, however, to all easements, conditions, restrictions and reservations appearing of record insofar as the same may lawfully affect the Property.

BK4858PG0778

MARY KEVAN ROPER NOTARY PUBLIC REG # 7386833 MY COMMISSION EXPIRES 5/31/2015 COMMONWEALTH OF VIRGINIA

WITNESS the following signature and seal.

_________________ (SEAL)
Gwendolyn D. Douglas

STATE OF Virginia
CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged and signed before me by Gwendolyn D. Douglas, on this 24 day of February, 2011.

____
Notary Public

My commission expires: 5/31/15

_________________ (SEAL)
Michael R. Douglas

STATE OF Virginia
CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged and signed before me by Michael R. Douglas, on this 24 day of February, 2011.

____
Notary Public

My commission expires: 5/31/15

Grantee Address: 4508 Willow Ridge dr
Glen Allen, VA 23060

MARY KEVAN ROPER NOTARY PUBLIC REG # 7386833 MY COMMISSION EXPIRES 5/31/2015 COMMONWEALTH OF VIRGINIA

BK4858PG0779

SCHEDULE "A"

ALL that certain lot, piece or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying and being in Brookland District, Henrico County, Virginia, known and designated as Lot 18, Block B, Section 2 of Hungary Ridge, as shown on a plat of survey by Koontz-Bryant, P.C., dated October 17, 1994, entitled "Hungary Ridge, Section 2", recorded December 16, 1994 in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Plat Book 99, Pages 110-111, to which plat reference is hereby made for a more particular description of the real estate.

BEING the same property conveyed to Gwendolyn D. Douglas and Michael R. Douglas, wife and husband, as tenants by the entirety with the right of survivorship as at common law, by Deed from Atlantic Homes Corporation, dated December 30, 1996, and recorded January 2, 1997, in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 2693, Page 1649.

INSTRUMENT #6599
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
MARCH 3, 2011 AT 12:31PM

YVONNE G. SMITH, CLERK
RECORDED BY: MMM

EXHIBIT C

RECORDING REQUESTED BY
LAW OFFICE OF LES ZIEVE

AND WHEN RECORDED MAIL TO

Wells Fargo Bank Minnesota, NA, Trustee

c/o OCWEN LOAN SERVICING, LLC

12650 Ingenuity Drive
Orlando, FL 32826

Space above for Recorder's use Only

Loan No.[redacted] PARCEL TAX ID# 765-759-7971

ASSUMPTION & ASSIGNMENT AGREEMENT

THIS AGREEMENT is made among Michael R. Douglas and Gwendolyn D. Douglas, hereinafter called "Sellers," Gwendolyn D. Douglas, hereafter called "Buyer," and Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5 hereinafter called "Lender".

RECITALS

(A) WHEREAS, Sellers are presently the owner of the property located at 9508 Willow Ridge Drive, Glen Allen, Virginia 23060 (hereafter called the "Property") described in a Deed of Trust dated October 9, 2003 executed by Michael R. Douglas and Gwendolyn D. Douglas, Husband and Wife, as Tenants by the Entirety, recorded on October 21, 2003, in Book 3561 at Page 1532, (given to secure the original principal amount of $191,650.00), Official Records of Henrico County, State of Virginia (hereafter called the "Deed of Trust"), which Deed of Trust is security for a promissory note dated October 9, 2003, executed by Michael R. Douglas and Gwendolyn D. Douglas, Makers, payable to First Franklin Financial Corp., in the principal sum of $191,650.00 (hereafter called the "Promissory Note");

(B) **LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**

(C) WHEREAS, Sellers and Buyer have entered into a real property sale agreement under which Buyer has agreed to purchase the Property and to assume the Promissory Note and Deed of Trust as part of the purchase price for the Property to be paid by Buyer to Sellers.

(D) WHEREAS, Buyer's obligation to assume the Promissory Note is conditioned on Lender's agreement not to exercise its option under the terms of the

Promissory Note and Deed of Trust to accelerate the unpaid principal balance of the Promissory Note as a result of the above transfer.

THE PARTIES HEREBY AGREE AS FOLLOWS

(1) Unpaid Balance of Note: The total unpaid principal balance on the Promissory Note is $171,468.36. A beneficiary statement prepared by Lender is attached to this Agreement as Exhibit "B."

(2) Assumption of Liability: Buyer hereby assumes and agrees to pay the obligation represented by the Promissory Note; acknowledge that the Real Property described in the Deed of Trust shall remain subject to the Deed of Trust; acknowledge that nothing in this Agreement shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the Real Property; and agree to be bound by all of the conditions and covenants contained in the Promissory Note and Deed of Trust. Buyer also agrees that the Deed of Trust shall secure all other sums that Buyer may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

(3) Transfer of Delinquency: Parties acknowledge:

(1) That in addition to the amounts owing on Exhibit "B", the account includes interest arrearage of $ N/A .
The current principal balance includes a principal delinquency of $ N/A .

(2) The final installment, which is due upon maturity, will include these amounts.

(4) Consent to Transfer: Lender hereby consents to the transfer of the Real Property described in the Deed of Trust and the Promissory Note and waives its right to accelerate the entire unpaid balance of the Promissory Note by reason of the transfer; provided, however, that this consent shall not be deemed a waiver of the right to require consent to future transactions.

(5) Sellers' Release of Liability: In consideration of the execution and acceptance of this Agreement, Sellers are hereby released of any and all liability on the Promissory Note. As such, Sellers will waive presentation, demand of payment protest, and notice of nonpayment of the above indebtedness, and expressly consent to and waive the right to notice of the following: a delay or change in the performance of any of the provisions of the Deed of Trust, or in the time of payment of all or any installment of the principal; a change in the amount of one or more installments; partial releases of the property authorized by the Deed of Trust; the acceptance of additional security for the Promissory Note; a reduction or increase of the interest rate or principal of the Promissory Note; and subsequent assumption agreements.

(6) **Assignment by Sellers**: Sellers hereby transfer and assign to Buyer all of their rights, title, and interest in and to any and all refunds and credits that may at any time accrue under the Deed of Trust.

(7) **Governing Law**: All questions about the construction of this Agreement, and the right and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Virginia.

(8) **Binding On Successors**: This Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties.

(9) **Entire Agreement**: This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties, relating to the subject matter or this Agreement, that are not fully expressed in this Agreement.

(10) **Payment Information:** Please mail your regular monthly payments to the following address:

OCWEN LOAN SERVICING, LLC
P.O. BOX 6440
CAROL STREAM, IL 60197-6440

IN THE EVENT this Agreement is not executed by Sellers, Buyer is nevertheless bound by this Agreement.

EXECUTED on June 24, 2011, in the City of Richmond State of Virginia.

SELLERS: Notary No. [illegible]

Michael R. Douglas — Witness

Gwendolyn D. Douglas — Witness

BUYER:

Gwendolyn D. Douglas — Witness

LENDER: Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5, by OCWEN LOAN SERVICING, LLC hereafter called "Ocwen", it's attorney in fact

By: ________________
Title: ________________

By: ________________
Title: ________________

SELLERS' ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011 before me, Jennifer Callwood a Notary Public in and for said county, personally appeared **Michael R. Douglas** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Callwood ID NO. 289062

Notary Public in and for said County and State

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011 before me, Jennifer Callwood a Notary Public in and for said county, personally appeared **Gwendolyn D. Douglas** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Callwood ID NO. 289062

Notary Public in and for said County and State

BUYER'S ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011, before me, Jennifer Callwood a Notary Public in and for said county, personally appeared **Gwendolyn D. Douglas** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Callwood ID No. 289052

Notary Public in and for said County and State

LENDER'S ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

On December 4, 2011, before me, Ron Blair a Notary Public in and for said county, personally appeared Renee Hensley Robert Kaltenbach who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct.

Witness my hand and Official Seal.

[signature]

Notary Public in and for said County and State.

RON BLAIR
Comm# DD0791789
Expires 5/28/2012
Florida Notary Assn., Inc

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON AND APPURTENANCES THERETO BELONGING, LYING AND BEING IN BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA, KNOWN AND DESIGNATED AS LOT 18, BLOCK B, SECTION 2 OF HUNGARY RIDGE, AS SHOWN ON A PLAT OF SURVEY BY KOONTZ-BRYANT, P.C., DATED OCTOBER 17, 1994, ENTITLED "HUNGARY RIDGE, SECTION 2", RECORDED DECEMBER 16, 1994 IN THE CLERK'S OFFICE, CIRCUIT COURT, HENRICO COUNTY, VIRGINIA, IN PLAT BOOK 99, PAGES 110-111, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE REAL ESTATE.

EXHIBIT "B"

BENEFICIARY'S STATEMENT & FINANCE INFORMATION

Effective Date:	04/22/2011
Original Loan Amount:	$191,650.00
Remaining Term:	198 months
Transferring Escrow Bal:	$---
Assuming Balance:	$171,468.36
Due Date:	05/01/2011
Past Due Payments:	---
Total Overdue Payments:	---
YTD Interest Paid:	
Assumption/Document Fee:	$400.00
Property Report Fee:	$175.00
Underwriting Fee:	$175.00
P&I Payment:	$807.61
MI Payment:	---
Escrow Payment:	$343.59
Total Payment:	$1,151.20
Interest Rate:	02.2500 % FIXED
Maturity Date:	11/01/2033
YTD Taxes Paid:	---
Late Charges:	
Escrow Due:	---
Prepaid Proc'g Fee:	
Qualifying Fee:	
Prepayment Penalty:	YES

EXHIBIT D

TRANSMISSION VERIFICATION REPORT

TIME : 07/30/2013 10:37
NAME : COMM ATTY
FAX : 8046460506
TEL : 8046463500
SER.# : BROE9J933326

DATE,TIME	07/30 10:35
FAX NO./NAME	914077376375
DURATION	00:01:44
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

Fax

TO:	Ocwen Loan Servicing, LLC Research Department	FROM:	Gwendolyn Douglas
FAX:	407-737-6375	PAGES:	(5) including the cover
PHONE:	800-390-4656	DATE:	07/30/13
RE:	Assumption Fee- Loan [redacted]	CC:	

This document should contain an additional (4) pages and is in reference to a dispute of fees assessed to my account on July of 2011.

Pg. #2

Gwendolyn D. Douglas

♦♦♦

9508 Willow Ridge Drive ♦ Glen Allen, Virginia 23060
804-756-8077 (H) 804-646-3519 (W)

July 30, 2013

Ocwen Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Re: Assumption Process Fee- $575.00 to Loan #[redacted]

This letter is in response to your letter dated July 12, 2013. Ocwen Loan Servicing, LLC has charged me in error. I should not have been charged $575.00 for an assumption fee. Attached are documents supporting the fees and payment sent to Ocwen in reference to the assumption process on my mortgage loan # [redacted]

The letter dated June 2, 2011 included the original Assumption Closing Documents and requested a total of $750.00 payable to Ocwen Loan Serving, LLC for processing fees. I returned the completed and signed documents along with a certified check for $750.00 to Ocwen Loan Servicing, LLC as such, my paperwork was processed.

In addition, I called Julie Simpkins from the Law Offices of Les Zieve and she confirmed that I had met all of the financial requirements before she processed the paperwork as requested. My home has never been in foreclosure and I have paid all assumption fees.

It is my understanding that Ocwen has taken $373.77 from my escrow overpayment which should have been refunded to me. Please refund $373.77 back to me by mailing a check and remove the balance of 202.23 off of my account/statement.

Thank you,

Gwendolyn D. Douglas

Mail supporting documents for assumption fees.

OCWEN Loan Servicing, LLC
P.O. Box 785063
Orlando, FL 32878-5063
(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

July 12, 2013

Pg. #3

Gwendolyn D. Douglas

9508 Willow Ridge Drive.
Glen Allen, VA 23060

RE: Loan Number: [redacted]
Property Address: 9508 Willow Ridge Drive
Glen Allen, VA 23060

Dear Gwendolyn D. Douglas :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern#1 You expressed concern regarding the foreclosure fees assessed on the loan, which you believe is incorrect. Therefore, you requested us to review and provide you with an explanation in this regard.

Response A review of the records indicates that the above loan is reviewed for assumption. The foreclosure fees and costs assessed to the loan are related to the assumption process. Therefore, the foreclosure fees and cost of $575.00 assessed to the loan are related to the assumption process. Out of which, funds in the amount of $373.77 have been paid and $202.23 are still outstanding on the loan, which is valid.

For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

We trust the information provided has fully addressed your concern. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Sincerely,

Vinuta Bhat
Research Department
Ocwen Loan Servicing, LLC

RRCMAINLTRM.12 1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Loan Number:71917967 NMLS # 1852

Page # 4

Ocwen Loan Servicing, LLC

June 2, 2011

Gwendolyn D. Douglas
9508 Willow Ridge Drive
Glen Allen,VA 23060

RE: Loan No. [redacted]
Borrower: Douglas to Douglas
Property Address: Same as above

Dear Ms. Douglas:

Enclosed please find the aforementioned original Assumption Closing Documents. Please have the seller and buyer complete, sign and notarize all of the document where indicated and return to me OVERNIGHT COURIER, together with your cashier's check, money order, certified funds or attorney/title company account check in the amount of $750.00 payable to Ocwen Loan Servicing. LLC., to the following address:

[illegible] Offices of Le[illegible] [illegible]
[illegible] Beach Blvd [illegible]
[illegible] Beac[illegible] CA [illegible]
c/o Julie Simpkins
714-848-7920

It is your responsibility to prepare and record a warranty/grant deed in the county where the property is located and provide Ocwen with a recorded copy.

If you have any questions or we can be of any further assistance to you, please do not hesitate to call me.

Sincerely,

Julie Simpkins

Julie Simpkins
Law Offices of Les Zieve
18[illegible] Beac[illegible] Blvd , Suite [illegible]
[illegible] CA 92[illegible]
(714) 848-[illegible] - PH
(714) 848-7[illegible] - FAX

Pg. 8 Prepayment Penalty = YES

[646-3519]

Page # 5

Teller-Branch: , 1508-001

OFFICIAL CHECK

Date	Check Number	Check Amount	Account Number	GL Acct Number
10/21/11	541868	$750.00	00-5000941590	7312019990

OCWEN LOAN SERVICING, LLC

Please Cash This Check Within 90 Days

RE:GWENDOLYN D DOUGLAS
#[redacted]

+RETAIN THIS RECEIPT FOR YOUR RECORDS+

OCWEN LOAN SERVICING, LLC

RE: GWENDOLYN D DOUGLAS
[redacted]

Authorized Signature

541868 251082615 000009000008

EXHIBIT E

TRANSMISSION VERIFICATION REPORT

TIME : 09/13/2013 13:35
NAME : COMM ATTY
FAX : 8046460506
TEL : 8046463500
SER.# : BROE9J933326

DATE,TIME	09/13 13:34
FAX NO./NAME	914077376375
DURATION	00:00:56
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

1 of 3

Gwendolyn D. Douglas
9508 Willow Ridge Drive
Glen Allen, VA 23060
804-756-6077 (H), 804-646-3519 (W)

September 13, 2013

Ocwen Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Re: Assumption Process Fee - $575.00 to Loan #[redacted] – Follow Up to Response dated 08/31

This letter is in response to your letter dated August 31, 2013. On Thursday, September 12, I went to my bank Virginia Credit Union, Inc. to inquire and request a copy of the front and back of the official certified check #541868 made payable to Ocwen as you requested. According to the bank, **the check has not been cashed**. As such, we need to put a stop payment on the check immediately. I mailed the check to Ocwen along with the assumption application as instructed in October of 2011. My application has been processed.

In light of this information, please complete the Payee Acknowledgement of Stop Payment on Virginia Credit Union, Inc. Official Check certifying that you **did not receive the check** and fax it back to me; Attn: Gwen Douglas at 804-646-0506 as soon as possible. After I receive the paperwork back, I will submit it to the bank and they will put a stop payment on the check and I will pay the outstanding balance $202.23.

Respectfully submitted,

Gwendolyn D. Douglas

2 of 3

OCWEN Loan Servicing, LLC
P.O. Box 785063
Orlando, FL 32878-5063
(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

August 31, 2013

Gwendolyn D. Douglas

9508 Willow Ridge Drive
Glen Allen, VA 23060

RE: Loan Number: [redacted]
Property Address: 9508 Willow Ridge Drive
Glen Allen, VA 23060

Dear Gwendolyn D. Douglas :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern#1 You expressed concern regarding the foreclosure fees assessed on the loan, which you believe is incorrect. Therefore, you provided us with proof of payment remitted towards the assumption process and requested us to remove these fees.

Response A review of the records indicates that, the above loan is reviewed for assumption. The foreclosure fees assessed to the loan in the amount of $575.00 are related to the assumption process. Out of which, funds in the amount of $373.77 have been paid and $202.23 are still outstanding on the loan, which is valid.

Pursuant to the receipt of your correspondence, we contacted the appropriate department and were notified that we are not in receipt of the payment in question referenced in your correspondence.

If you believe that we have cashed the check number 541868 of $750.00 but not applied to the loan, please provide us with a front and back copy of the cashed check and a copy of the bank statement reflecting a revolving payment balance indicating the amount that we cashed from the bank account for the above payment in question. This will enable us to research the matter further. You may forward the requested information to the address given below or fax to (407) 737-6375. This will enable to research the issue further.

As of the date of this letter, the loan is due for the September 1, 2013 payment. For any questions regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

We trust the information provided has fully addressed your concern. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

3 of 3

VIRGINIA CREDIT UNION

PAYEE ACKNOWLEDGEMENT
of
STOP PAYMENT ON VIRGINIA CREDIT UNION, INC.
OFFICIAL CHECK

To: Virginia Credit Union, Inc.
POB 90010
Richmond, VA 23225-9010

Re: Request for Stop Payment

Member's Name: Gwendolyn D Douglas

Official Check Number 541868

Payee OCWEN LOAN SERVICING LLC

Date of Check 10/21/11

Amount of Check $ 750.00

Special Instructions

- [x] Check will not be reissued
- [ ] Check will be reissued with the following mailing instructions:

____

____

____

I certify that the official check listed above was not received by our company. I understand that a stop payment will be placed by Virginia Credit Union, Inc. (VACU) on this official check after all requirements have been satisfied. I hereby indemnify and agree to hold VACU harmless against all claims, damages, actions, proceedings, demands, losses, and liability, whether groundless or otherwise, including all expenses of, or because of the issuance of a replacement check or the refund of the amount thereof. I agree that if the check is located, it will not be endorsed or negotiated in any manner and will be returned to Virginia Credit Union, Inc. at the address listed above.

Date ____________ X ____________
Name of Company

____
Authorized Signature and Title

____
Print Name and Title

EXHIBIT F

TRANSMISSION VERIFICATION REPORT

TIME : 04/07/2015 15:19
NAME : COMM ATTY
FAX : 8046460506
TEL : 8046463500
SER.# : BROE9J933326

DATE,TIME	04/07 15:17
FAX NO./NAME	914077376352
DURATION	00:02:24
PAGE(S)	10
RESULT	OK
MODE	STANDARD ECM

Fax

TO:	**Suraj Mishra, Ocwen Loan Svs.**	**FROM:**	**Gwen Douglas**
FAX:	**407-737-6352**	**PAGES:**	**([illegible]) including cover**
PHONE:	**800-746-2936**	**DATE:**	**April 7, 2015**
RE:	**Appeal – Request Response to Letter**	**CC:**	

☐ Urgent x For Review ☐ Please Comment xPlease Reply ☐ Please Recycle

Gwendolyn D. Douglas

♦♦♦

9508 Willow Ridge Drive ♦ Glen Allen, Virginia 23060
804-756-6077 (H) 804-646-3519 (W)

April 7, 2015

Ocwen Loan Servicing, LLC
PO Box 785061
Orlando, Florida 32878
Attn: Escalations Department

Loan #[redacted]

To Whom It May Concern:

I am appealing the loan modification terms sent recently. In fact, I am not sure what you are offering me.

I am also writing to inform you of the stress and hardship that has occurred as a result of the monthly increase of over $400 in my mortgage payment. In my efforts to retain my home since January of 2015, I have fallen behind on all other bills and my credit rating is declining to a score like never before. In 2011 an **Assumption and Assignment Agreement** was executed which verifies my understanding that the interest rate of 2.25% was for the life of the loan. In **Exhibit B** it clearly lists the Beneficiary's Statement & Finance Information and there is nothing indicating that the 2.25% will increase to 7.25% in January 2015. In fact it states that the interest rate for the loan is 2.25% **FIXED** with a maturity date of 11/01/2033. I expect Ocwen Loan Servicing, LLC and the Lender Wells Fargo Bank Minnesota, National Association, etc. to abide by the agreement made and to note on page 3 of the Agreement section (9) Entire Agreement which states that "This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the arrangements, or understandings, oral or written, among the parties, relating to the subject matter of this Agreement, that are not fully expressed in this Agreement." I would like for someone to respond to me as to why you are not honoring the terms on the Assumption Agreement. I called your office on February 19th requesting an explanation and again I addressed it on the loan modification application. Please reply as soon as possible as my financial wellbeing continues to be negatively impacted as a result of the drastic change in the interest rate. Enclosed is copy of the executed Assumption and Assignment Agreement.

Sincerely,

Gwendolyn D. Douglas
Enclosure (1)

RECORDING REQUESTED BY
LAW OFFICE OF LES ZIEVE

AND WHEN RECORDED MAIL TO

Wells Fargo Bank Minnesota, NA, Trustee

c/o OCWEN LOAN SERVICING, LLC

12650 Ingenuity Drive
Orlando, FL 32826

Space above for Recorder's use Only

Loan No.[redacted] PARCEL TAX ID# 765-759-7971

ASSUMPTION & ASSIGNMENT AGREEMENT

THIS AGREEMENT is made among Michael R. Douglas and Gwendolyn D. Douglas, hereinafter called "Sellers," Gwendolyn D. Douglas, hereafter called "Buyer," and Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5 hereinafter called "Lender".

RECITALS

(A) WHEREAS, Sellers are presently the owner of the property located at 9508 Willow Ridge Drive, Glen Allen, Virginia 23060 (hereafter called the "Property") described in a Deed of Trust dated October 9, 2003 executed by Michael R. Douglas and Gwendolyn D. Douglas, Husband and Wife, as Tenants by the Entirety, recorded on October 21, 2003, in Book 3561 at Page 1532, (given to secure the original principal amount of $191,650.00), Official Records of Henrico County, State of Virginia (hereafter called the "Deed of Trust"), which Deed of Trust is security for a promissory note dated October 9, 2003, executed by Michael R. Douglas and Gwendolyn D. Douglas, Makers, payable to First Franklin Financial Corp., in the principal sum of $191,650.00 (hereafter called the "Promissory Note");

(B) LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

(C) WHEREAS, Sellers and Buyer have entered into a real property sale agreement under which Buyer has agreed to purchase the Property and to assume the Promissory Note and Deed of Trust as part of the purchase price for the Property to be paid by Buyer to Sellers.

(D) WHEREAS, Buyer's obligation to assume the Promissory Note is conditioned on Lender's agreement not to exercise its option under the terms of the

Promissory Note and Deed of Trust to accelerate the unpaid principal balance of the Promissory Note as a result of the above transfer.

THE PARTIES HEREBY AGREE AS FOLLOWS

(1) Unpaid Balance of Note: The total unpaid principal balance on the Promissory Note is $171,468.36. A beneficiary statement prepared by Lender is attached to this Agreement as Exhibit "B."

(2) Assumption of Liability: Buyer hereby assumes and agrees to pay the obligation represented by the Promissory Note; acknowledge that the Real Property described in the Deed of Trust shall remain subject to the Deed of Trust; acknowledge that nothing in this Agreement shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the Real Property; and agree to be bound by all of the conditions and covenants contained in the Promissory Note and Deed of Trust. Buyer also agrees that the Deed of Trust shall secure all other sums that Buyer may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

(3) Transfer of Delinquency: Parties acknowledge:

(1) That in addition to the amounts owing on Exhibit "B", the account includes interest arrearage of $ N/A .
The current principal balance includes a principal delinquency of $ N/A .

(2) The final installment, which is due upon maturity, will include these amounts.

(4) Consent to Transfer: Lender hereby consents to the transfer of the Real Property described in the Deed of Trust and the Promissory Note and waives its right to accelerate the entire unpaid balance of the Promissory Note by reason of the transfer; provided, however, that this consent shall not be deemed a waiver of the right to require consent to future transactions.

(5) Sellers' Release of Liability: In consideration of the execution and acceptance of this Agreement, Sellers are hereby released of any and all liability on the Promissory Note. As such, Sellers will waive presentation, demand of payment protest, and notice of nonpayment of the above indebtedness, and expressly consent to and waive the right to notice of the following: a delay or change in the performance of any of the provisions of the Deed of Trust, or in the time of payment of all or any installment of the principal; a change in the amount of one or more installments; partial releases of the property authorized by the Deed of Trust; the acceptance of additional security for the Promissory Note; a reduction or increase of the interest rate or principal of the Promissory Note; and subsequent assumption agreements.

(6) **Assignment by Sellers**: Sellers hereby transfer and assign to Buyer all of their rights, title, and interest in and to any and all refunds and credits that may at any time accrue under the Deed of Trust.

(7) **Governing Law**: All questions about the construction of this Agreement, and the right and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Virginia.

(8) **Binding On Successors**: This Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties.

(9) **Entire Agreement**: This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties, relating to the subject matter or this Agreement, that are not fully expressed in this Agreement.

(10) **Payment Information:** Please mail your regular monthly payments to the following address:

OCWEN LOAN SERVICING, LLC
P.O. BOX 6440
CAROL STREAM, IL 60197-6440

IN THE EVENT this Agreement is not executed by Sellers, Buyer is nevertheless bound by this Agreement.

EXECUTED on June 24, 2011, in the City of Richmond State of Virginia

SELLERS: Notary No. [illegible] [signature] Michael R. Douglas — [signature] Witness

[signature] Gwendolyn D. Douglas — [signature] Witness

BUYER: [signature] Gwendolyn D. Douglas — [signature] Witness

LENDER: **Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5, by OCWEN LOAN SERVICING, LLC hereafter called "Ocwen", it's attorney in fact**

By: ____________________
Title: ____________________

By: ____________________
Title: ____________________

SELLERS' ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011 before me, Jennifer Callwood a Notary Public in and for said county, personally appeared Michael R. Douglas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[signature] ID No. 289062

Notary Public in and for said County and State

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011 before me, Jennifer Callwood a Notary Public in and for said county, personally appeared Gwendolyn D. Douglas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[signature] ID No. 289062

Notary Public in and for said County and State

BUYER'S ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011, before me, Jennifer Collwood a Notary Public in and for said county, personally appeared **Gwendolyn D. Douglas** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Collwood ID No. 289062

Notary Public in and for said County and State

LENDER'S ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

On December 4, 2011, before me, Ron Blair a Notary Public in and for said county, personally appeared Renee Hensley Robert Kaltenbach who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct.

Witness my hand and Official Seal.

[signature]

Notary Public in and for said County and State.

RON BLAIR
Comm# DD0781783
Expires 5/28/2012
Florida Notary Assn., Inc

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON AND APPURTENANCES THERETO BELONGING, LYING AND BEING IN BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA, KNOWN AND DESIGNATED AS LOT 18, BLOCK B, SECTION 2 OF HUNGARY RIDGE, AS SHOWN ON A PLAT OF SURVEY BY KOONTZ-BRYANT, P.C., DATED OCTOBER 17, 1994, ENTITLED "HUNGARY RIDGE, SECTION 2", RECORDED DECEMBER 16, 1994 IN THE CLERK'S OFFICE, CIRCUIT COURT, HENRICO COUNTY, VIRGINIA, IN PLAT BOOK 99, PAGES 110-111, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE REAL ESTATE.

EXHIBIT "B"

BENEFICIARY'S STATEMENT & FINANCE INFORMATION

Effective Date:	04/22/2011
Original Loan Amount:	$191,650.00
Remaining Term:	198 months
Transferring Escrow Bal:	$—
Assuming Balance:	$171,468.36
Due Date:	05/01/2011
Past Due Payments:	—
Total Overdue Payments:	—
YTD Interest Paid:	
Assumption/Document Fee:	$400.00
Property Report Fee:	$175.00
Underwriting Fee:	$175.00
P&I Payment:	$807.61
MI Payment:	—
Escrow Payment:	$343.59
Total Payment:	$1,151.20
Interest Rate:	02.2500 % FIXED
Maturity Date:	11/01/2033
YTD Taxes Paid:	—
Late Charges:	
Escrow Due:	—
Prepaid Proc'g Fee:	
Qualifying Fee:	
Prepayment Penalty:	YES

EXHIBIT G

TRANSMISSION VERIFICATION REPORT

TIME : 04/13/2015 12:26
NAME : COMM ATTY
FAX : 8046460506
TEL : 8046463500
SER.# : BROE9J933326

DATE,TIME	04/13 12:25
FAX NO./NAME	918667715152
DURATION	00:00:39
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

Gwendolyn D. Douglas

♦♦♦

9508 Willow Ridge Drive ♦ Glen Allen, Virginia 23060
804-756-6077 (H) 804-646-3519 (W)

April 13, 2015

Ocwen Loan Servicing, LLC
PO Box 785061
Orlando, Florida 32878
Attn: Consumer Ombudsman

Loan # [redacted]

To Whom It May Concern:

I am writing to request that Ocwen act immediately on this matter. My financial well-being has been negatively compromised and will require immediate attention to avoid further insult and costly repair. I am also writing to inform you of the stress and hardship that has occurred and continues to escalate due to the negligence on Ocwen's part to maintain proper records and the decision to ignore a legal document executed in 2011. After unsuccessfully speaking with several representatives about this issue, in February of 2015, I asked Ocwen to email me the Assumption and Assignment Agreement and you did, however it was not the executed copy (signed by the Lender). I had to request the executed copy from the Law Office of Les Zieve. Ocwen has decided to enforce a document executed in 2009, changed my interest rate from 2.25% to 7.25% which resulted in a monthly increase of over $400 in my mortgage payment. In my efforts to retain my home since January of 2015 and the failure to get anyone qualified/knowledgeable from Ocwen to address this issue I have fallen behind on all other bills and my credit score continues to decline gravely to a score like never before.

In 2011 an **Assumption and Assignment Agreement** was fully executed which verifies my understanding that the interest rate of 2.25% was for the life of the loan. In **Exhibit B** it clearly lists the Beneficiary's Statement & Finance Information and there is nothing indicating that the 2.25% will increase to 7.25% in January 2015. In fact it states that the interest rate for the loan is 2.25% **FIXED** with a maturity date of 11/01/2033. I expect Ocwen Loan Servicing, LLC and the Lender Wells Fargo Bank Minnesota, National Association, etc. to abide by the agreement. In addition, on **page 3 of the Agreement section (9) Entire Agreement** states the following: ***"This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the arrangements, or understandings, oral or written, among the parties, relating to the subject matter of this Agreement, that are not fully expressed in this Agreement."***

In my effort again to save my home, my credit, pay my bills and to meet my basic needs, I completed an application for a loan modification and stated in the application the reason for my hardship. No one addressed the change in the interest rate and ignored the Assumption and Assignment Agreement. In fact, the "so called" loan modification offer included the 7.25% interest rate, a principal & interest payment of $1,069.50 and a balloon provision of $95.000. after the loan was paid in 11/2033. I was insulted by that and believe that Ocwen is trying to take advantage of me knowing that this could be one of the most vulnerable times. I would like for someone to respond to me as to why Ocwen and the Lenders are not honoring the terms on the Assumption and Assignment Agreement. In addition, if at all possible, I would like to resolve and settle this matter with Ocwen Loan Servicing, LLC and the Lender Wells Fargo Bank Minnesota, National Association. Please reply as soon as possible as my financial wellbeing continues to be negatively impacted.

Sincerely,

Gwendolyn D. Douglas

Fax

TO:	Ocwen Consumer Ombudsman	FROM:	Gwen Douglas
FAX:	(866) 771-6182	PAGES:	(2) including cover
PHONE:	(800) 390-4656	DATE:	April 13, 2015
RE:	Loan #[redacted] 9508 Willow Ridge Drive Glen Allen, VA 23060	CC:	

x Urgent For Review ☐ Please Comment xPlease Reply ☐ Please Recycle

EXHIBIT H

OCWEN

April 29, 2015

Gwendolyn D. Douglas
9508 Willow Ridge Drive
Glen Allen, VA 23060

RE: OLS Loan No.: [redacted]

Dear Ms. Douglas:

On behalf of Ocwen Loan Servicing, LLC (Ocwen), the Office of the Consumer Ombudsman would like to thank you for your recent correspondence regarding modification for the above referenced loan. The Consumer Ombudsman's office was created to provide a resource to assist with unresolved concerns and issues.

Ocwen commenced servicing the loan on April 20, 2010, from Saxon Mortgage Services, Inc. (Saxon), with the loan reflecting due for the May 1, 2010 payment.

Please note any modification if offered is based on many items, including Ocwen's servicing guidelines, the status of the loan and the financial status of the borrower. Further, a modification to the loan may have income tax implications to the borrower. As much as Ocwen would like to assist every customer, unfortunately Ocwen may not be able to modify the loan, or offer a modification with terms that the borrower requests. Not all loans qualify for a modification. The submission of the financial information in no way implies or guarantees that a modification of the loan may be offered by Ocwen.

In an effort to assist you bring the loan contractually current, Ocwen reviewed the loan for a potential loan modification outside the Home Affordable Modification Program (HAMP) guidelines. Consequently, a Proposed Modification Agreement (copy enclosed) dated March 31, 2015 was extended to you. Once you comply with the terms of the agreement, the loan will be modified accordingly.

As this Office is not involved in the modification process and cannot make payment arrangements or collect payments, we forwarded your concerns regarding the interest rate and Balloon payment in the aforementioned modification agreement to Ocwen's Home Retention Department (HRD) for further review and also requested that a Specialized Home Retention Consultant to contact you and address the concerns. If by the time you receive a copy of this response and you have not spoken with an Ocwen representative regarding this matter, you may contact Ocwen's Home Retention Department directly at (877) 596-8580.

Page 2
OLS Loan No.[redacted]
April 29, 2015

Thank you for bringing your concerns to our attention. Ocwen's HRD is in the process of reviewing your concern and they will contact you and if you have not received a call, this Office recommends you to contact Ocwen's HRD at the aforementioned number. If you believe there is additional documentation relevant to this issue which was not provided, you may request such documents by contacting me directly at:

Ajitpal Singh Janjue
Consumer Account Analyst
Office of the Consumer Ombudsman
Ocwen Loan Servicing, LLC
Telephone: (800) 390-4656

As of the date of this letter, the loan is reflecting past due for the March 1, 2015 payment, two (2) months delinquent. Due to the continued delinquency of the loan, fees and costs are being incurred by Ocwen, which will then be assessed to the loan. Such fees and costs will continue to incur until the loan is brought current or alternative arrangements are completed. Ocwen will continue to service the loan according to the terms and conditions of the signed loan documents in order to protect its lien position and interest in the property.

The Office of the Consumer Ombudsman is your advocate in ensuring that Ocwen's servicing remains fair, reasonable and proper. Should you have any further concerns relating to this response, you may contact us at the address or phone number at the bottom of this letter. For other questions or servicing requests, you should call Ocwen at 1-800-74-OCWEN (800-746-2936) or visit their website at www.ocwen.com.

Sincerely,

Ajitpal Singh Janjue
Consumer Account Analyst
Office of the Consumer Ombudsman
Ocwen Loan Servicing, LLC
NMLS# 1852

Enclosure

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in an active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

P.O. Box 785061, Orlando, FL 32878-5061
Telephone: (800) 390-4656 Fax: (866) 771-5152
NMLS# 1852

OCWEN

Ocwen Loan Servicing, LLC
WWW.OCWENCUSTOMERS.COM
Helping Homeowners is What We Do! ™

We are here to help you!
Call toll-free (800) 746-2936
Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

3/31/2015

Loan Number: [redacted]

Gwendolyn D Douglas

9508 Willow Ridge Dr
Glen Allen, VA 23060

Property Address:
9508 Willow Ridge Dr Glen Allen, VA 23060

PROPOSED MODIFICATION AGREEMENT

Dear Borrower(s):

Enclosed please find a proposed modification agreement (the "Agreement") on your loan referenced above for your review and consideration.

In order to accept this modification on your loan, you must complete ALL of the following steps on or before 5/1/2015, ("Due Date"):

1. SIGN the bottom of the Agreement on the line(s) for the Borrower(s);
2. FAX the fully executed Agreement to: Attention: Home Retention Department (407) 737-5693
3. PAY the full down payment in the amount of: $1,313.42 [*See Payment Instructions Attached*]
4. NEW MONTHLY PAYMENT:

Principal and Interest Payment	$1,069.50
Escrow Payment	$243.92
Total	$1,313.42
	Starting on 6/1/2015

5. SEND proof of insurance coverage* (Send proof of insurance ONLY to Escrow Dept. DO NOT include the Agreement.) Attention: Escrow Department Fax: (888)-882-1816 E-mail: updateinsuranceinfo@ocwen.com

*Proof of insurance and the Agreement must be sent separately to the correct departments using the fax numbers provided above. If your loan is not currently escrowed, you must provide Ocwen Proof of Insurance (Declaration Page) on or before 5/1/2015. If no proof of insurance is received by 5/1/2015, an insurance policy will be lender-placed with the monthly cost included in your mortgage payment. The cost of lender-placed insurance may be more expensive than insurance you may obtain for yourself.

Time is of the essence on this offer. If ALL of the items above are not completed by the Due Date, the Agreement shall have no force or effect and any down payment received will be returned to you. Please be advised that Ocwen Loan Servicing, LLC will not delay, postpone or otherwise stop any collection efforts until ALL of the steps above have been completed.

If you have any questions or require additional information, please contact the Customer care center at (877) 596-8580.We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.

Sincerely,
Ocwen Loan Servicing, LLC

[redacted] SBALL1NPVTIER2v2.0

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We are here to help you!
Call toll-free (800) 746-2936
Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

PAYMENT REMITTANCE INFORMATION

1. Make checks payable to Ocwen Loan Servicing, LLC.
2. Always include your loan number with your payment.

OVERNIGHTDELIVERY(Personal Check, MoneyOrder&CertifiedChecks)
OCWEN LOAN SERVICING, LLC
ATTN: CASHIERING DEPARTMENT
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

MONEY GRAM
RECEIVER CODE: 2355
PAYABLE TO: OCWEN LOAN SERVICING, LLC
CITY: ORLANDO
STATE: FLORIDA
REFERENCE: LOAN NUMBER
AGENT LOCATER: (800) 926-9400

BANK WIRE
BANK: Wells Fargo Bank, NA
ABA: 121000248
ACCOUNT NAME: Ocwen Loan Servicing LLC
ACCOUNT NUMBER: 4124823352
REFERENCE: Loan Number, Property Address, and Borrower Name
Email: Transferfunds@ocwen.com with the details of the wire

BY WUQC
Code City: Ocwen
State: FL
Loan # 71917967
Attn: Home Retention Department

[redacted]

SBALL1NPVTIER2v2.0

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally

NMLS# 1852

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Sun 9:00am - 9:00pm ET

LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 3/31/2015, which modifies the terms of your home loan obligations as described in detail below:

A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Henrico County, and

B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at 9508 Willow Ridge Dr Glen Allen, VA 23060

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. You agree that the new principal balance due under your modified Note and the Mortgage will be $155,649.60. Upon modification, your Note will become contractually current.

2. You promise to make an initial payment in the amount of $1,313.42 on or before 5/1/2015, after which you will commence payments of principal and interest in the amount of $1,069.50 beginning on 6/1/2015 and continuing on the same day of each succeeding month until all amounts owed under the Note and Modification are paid in full.

3. You will be required to pay to Ocwen, until such time the loan is paid in full, a sum to provide for payment of amounts due for (i) yearly taxes and assessments which may attain priority over the Security Instrument as a lien on the Property, and (ii) yearly hazard or property insurance premiums, all in accordance with the terms and conditions of the Security Instrument. A waiver of this requirement by Ocwen as of the Effective Date shall not constitute a waiver of such requirement at any future date, and Ocwen specifically reserves the right, in its sole and absolute discretion, to impose such requirement at any time upon written notice to you.

4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 7.25000% . This rate will remain in effect until the maturity date of your loan.

5. You promise to make payments of principal and interest on the same day of each succeeding month until 11/1/2033, at which time a final balloon payment in an amount equal to all remaining amounts under the Note and Modification will be due.

6. You will comply with all other covenants, agreements and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.

7. If you sell your property, refinance or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of Ocwen and all amounts owed under the obligations existing prior to the Modification will be due and owing.

8. You understand and agree that:

   (a) All the rights and remedies, stipulations and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments here under.

[redacted] SBALL1NPVTIER2v2.0

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally

OCWEN

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We are here to help you!
Call toll-free (800) 746-2936
Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

(b) All covenants, agreements, stipulations and conditions in your Note and Mortgage will remain in full force and effect, except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof, nor will this Agreement in any way impair, diminish or affect any of Ocwen's rights under or remedies on your Note and Mortgage, whether such rights or remedies arise there under or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.

(c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.

(d) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.

(e) You agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Ocwen, will bind and inure to your heirs, executors, administrators and assigns.

(f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.

(g) Corrections and Omissions: You agree to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.

____
Ocwen Loan Servicing, LLC

____
Gwendolyn D Douglas

By: ________________________
Authorized Officer

____

[redacted]

SBALL1NPVTIER2v2.0

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OCWEN

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Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

3/31/2015

Gwendolyn D Douglas

9508 Willow Ridge Dr
Glen Allen, VA 23060

BALLOONDISCLOSURE

Loan Number: [redacted]
Property Address: 9508 Willow Ridge Dr Glen Allen, VA 23060

The loan modification for which you have applied contains a balloon provision. This means that even if you make all payments full and on time, the loan will not be paid in full by the final payment date. Your estimated balloon payment amount is $95,631.76 and will be due in a single payment on 11/1/2033, provided that all payments are made in accordance with the loan terms and the interest rate does not change for the entire loan term. The balloon payment may vary depending on your payment history, and, if you have an adjustable rate mortgage, any interest rate changes that occur during the life of the loan.

Neither Ocwen Loan Servicing, LLC nor any lender to which your loan is transferred or assigned is under any obligation to finance the amount of the balloon payment. In addition, the value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

I/we have read the above disclosure and acknowledge receiving a copy by signing below.

____
Ocwen Loan Servicing, LLC

By: ____________________
Authorized Officer

____
Gwendolyn D Douglas

[redacted] 5BALL1NPVTIER2v2.0

Agreement Checklist	
Be sure to...	**Details**
☐ **Fully sign both originals**	EVERYONE named on title and/or loan must sign the Agreement. Check every page for any needed signatures. *NOTE* – *If anyone should* ***not*** be listed on the mortgage, you must include supporting documentation, such as a Quit Claim Deed, Divorce Decree, or Death Certificate.
☐ **Return every page**	*Return all pages of both originals, including any disclosures, fully signed.*
☐ **Return unedited originals**	Make sure that you do not cross-out, white out, edit, or alter the Agreement(s) in any way.
☐ **Sign and send the most recent Agreement(s)**	If you received multiple versions, be sure to send the one with the most recent date.
☐ **Notarize both originals** *Applies ONLY IF the notary box is checked on your Agreement signature page(s)*	• Dates must match – the date signed must be the date notarized • No white-out or corrections on the Agreement(s) • The notary commission expiration date must be listed • Notary seal/stamp must be legible, and not overlap any text or signatures • Notary's name must be typed or printed below signature (or in stamp) • *In the state of California*, the notary must write "*notary public*" *after his or her* name in the acknowledgement

EXHIBIT I

THE LAW OFFICE OF HENRY MCLAUGHLIN, P.C.
Eighth and Main Building, 707 East Main Street, Suite 1050, Richmond, Virginia 23219
804-205-9020 Toll Free 877-575-0258 Facsimile 877-575-0245

HENRY W. MCLAUGHLIN
Attorney at Law
henry@mclaughlinvalaw.com

DREW D. SARRETT
Attorney at Law
drew@mclaughlinvalaw.com

June 10, 2015

Ocwen Loan Servicing, LLC
P. O. Box 24736
West Palm Beach, Florida 33416-4736
To Be Sent By Certified and Regular Mail on June 11, 2015

Re: Account Number: [redacted]; Qualified Written Request Re: 12 U.S.C. § 2605(e) (I) (B) (2); 24 C.F.R. § 500.21(e)

Dear Ocwen Loan Servicing:

This office represents Gwendolyn D. Douglas ("Douglas"), who is the owner of her home ("the home") located at 9508 Willow Ridge Drive, Glen Allen, Virginia 23060. She is the borrower as to Loan No. [redacted] ("the loan") I write you this letter as a qualified written request pursuant to 12 U.S.C. Section 2605 (e) (1) (B) (2); 24 C.F.R. Section 3500.21 (e).

On June 24, 2011, Wells Fargo Bank as a securitized trust, entered into a Assumption and Assignment Agreement, copy of which is enclosed with this letter. That agreement set forth a fixed rate interest rate of 2.25% per annum.

You are currently servicer as to that loan. You have not been honoring the Juln 24, 2011 agreement, as a result of which your records do not reflect the actual status of this loan.

I write you this qualified written request to call on you to correct your records to honor the June 24, 2011 agreeement. Please acknowledge receipt of this letter and please take remedial action within a reasonable time. Thank you for your consideration of these requests.

Very truly yours,

Henry W. McLaughlin
Attorney-at-Law

I authorize this letter this 10th day of June, 2015.

Gwendolyn D. Douglas

Virginia DRIVER'S LICENSE

EXHIBIT J

THE LAW OFFICE OF HENRY MCLAUGHLIN, P.C.
Eighth and Main Building, 707 East Main Street, Suite 1050, Richmond, Virginia 23219
804-205-9020 Toll Free 877-575-0258 Facsimile 877-575-0245

HENRY W. MCLAUGHLIN
Attorney at Law
henry@mclaughlinvalaw.com

DREW D. SARRETT
Attorney at Law
drew@mclaughlinvalaw.com

July 17, 2015

Ocwen Loan Servicing, LLC
P.O. Box 24736
West Palm Beach, FL 33416-4736
To Be Sent by Certified Mail on July 20, 2015

Re: Gwendolyn D. Douglas
Loan Number [redacted]
9508 Willow Ridge Drive, Glen Allen, Virginia 23060
Qualified Written Request

Dear Ocwen Loan Servicing, LLC:

Henry W. McLaughlin, Esquire and I represent Gwendolyn D. Douglas, whose identifying information is set forth above.

I write regarding a mortgage loan (the "loan") secured by a deed of trust that is a lien on the property located at the above address. The Loan Number is [redacted]. You are the servicer on the loan.

This letter is a qualified written request ("QWR") pursuant to 12 U.S.C. Section 2605(e)(1)(B)(2) and 24 C.F.R. Section 3500.21(e).

On June 11, 2015, this office sent a QWR (the "first QWR") to you. A copy of that QWR is enclosed. In a letter dated June 24, 2015, you set forth a non-responsive reply to the first QWR. On July 9, 2015, you sent a second response to the first QWR. That response is inaccurate because it does not address the fact that the November 9, 2009 modification agreement was superseded by the Assumption & Assignment Agreement (the "Assumption Agreement") entered into by Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5, Michael R. Douglas, and our client. A copy of that agreement is enclosed.

The Assumption Agreement, at page 8, provides that the interest rate on the loan is "02.2500 % FIXED." That agreement also states, at page 3, the following:

> (9) Entire Agreement: This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. There are no representations,

agreements, arrangements, or understandings, oral or written, among the parties, relating to the subject matter or this Agreement, that are not fully expressed in this Agreement.

I call on you to correct your records to reflect that the interest rate on the loan is a fixed rate of 2.25%.

You have made additional errors in the servicing of the loan:

1. Your accounting of Ms. Douglas' escrow account is improper. I have enclosed an accounting spreadsheet and supporting documentation which establish that there should be a significant overage in Ms. Douglas' escrow account.

2. You erroneously charged Ms. Douglas a $575.00 fee in 2011. On a payment history obtained by Ms. Douglas from her online account with you, that fee is referred to as a "Foreclosure Fee." The loan has never been in foreclosure, so there should be no foreclosure fee. Ms. Douglas has sent repeated correspondence about this fee. In a letter dated July 12, 2013, you stated that "the foreclosure fees and cost of $575.00 assessed to the loan are related to the assumption process." The fees for the Assumption Agreement totaled $750.00. Ms. Douglas paid that fee up front. If she had not done so, you would not have processed the Assumption Agreement. Exhibit B to the Assumption Agreement sets forth the fees for processing that agreement. A letter from Ms. Julie Simpkins at Law Offices of Les Zieve also indicates the fees for processing the Assumption Agreement. I have enclosed supporting documentation to establish that you have erroneously charged the $575.00 fee to Ms. Douglas' loan. You wrongfully applied funds from Ms. Douglas' escrow account to cover the erroneous $575.00 fee.

3. You wrongfully reported Ms. Douglas' as thirty days behind on the loan in January 2015. Ms. Douglas sent a payment to you in January 2015 for $1,169.27, which was put into suspense. That payment was more than enough to cover the January 2015 payment. It appears that you put that payment into suspense because you wrongfully claimed that the interest rate on the loan had increased in December 2014. I have enclosed supporting documentation which establishes your wrongful credit reporting in January 2015.

4. You have wrongfully charged property inspection fees to the loan based on an arrearage on the loan which resulted from you wrongfully claiming an increase in the interest rate on the loan.

On behalf of Ms. Douglas, I call on you to correct the errors in your records as to the loan and to correct your reporting to the credit bureaus regarding the loan. Thank you for your consideration of this letter.

Very truly yours,

Drew D. Sarrett
Attorney-at-Law

RECORDING REQUESTED BY
LAW OFFICE OF LES ZIEVE

AND WHEN RECORDED MAIL TO

Wells Fargo Bank Minnesota, NA, Trustee

c/o OCWEN LOAN SERVICING, LLC

12650 Ingenuity Drive
Orlando, FL 32826

Space above for Recorder's use Only

Loan No.[redacted] PARCEL TAX ID# 765-759-7971

ASSUMPTION & ASSIGNMENT AGREEMENT

THIS AGREEMENT is made among Michael R. Douglas and Gwendolyn D. Douglas, hereinafter called "Sellers," Gwendolyn D. Douglas, hereafter called "Buyer," and Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5 hereinafter called "Lender".

RECITALS

(A) WHEREAS, Sellers are presently the owner of the property located at 9508 Willow Ridge Drive, Glen Allen, Virginia 23060 (hereafter called the "Property") described in a Deed of Trust dated October 9, 2003 executed by Michael R. Douglas and Gwendolyn D. Douglas, Husband and Wife, as Tenants by the Entirety, recorded on October 21, 2003, in Book 3561 at Page 1532, (given to secure the original principal amount of $191,650.00), Official Records of Henrico County, State of Virginia (hereafter called the "Deed of Trust"), which Deed of Trust is security for a promissory note dated October 9, 2003, executed by Michael R. Douglas and Gwendolyn D. Douglas, Makers, payable to First Franklin Financial Corp., in the principal sum of $191,650.00 (hereafter called the "Promissory Note");

(B) **LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**

(C) WHEREAS, Sellers and Buyer have entered into a real property sale agreement under which Buyer has agreed to purchase the Property and to assume the Promissory Note and Deed of Trust as part of the purchase price for the Property to be paid by Buyer to Sellers.

(D) WHEREAS, Buyer's obligation to assume the Promissory Note is conditioned on Lender's agreement not to exercise its option under the terms of the

Promissory Note and Deed of Trust to accelerate the unpaid principal balance of the Promissory Note as a result of the above transfer.

THE PARTIES HEREBY AGREE AS FOLLOWS

(1) Unpaid Balance of Note: The total unpaid principal balance on the Promissory Note is $171,468.36. A beneficiary statement prepared by Lender is attached to this Agreement as Exhibit "B."

(2) Assumption of Liability: Buyer hereby assumes and agrees to pay the obligation represented by the Promissory Note; acknowledge that the Real Property described in the Deed of Trust shall remain subject to the Deed of Trust; acknowledge that nothing in this Agreement shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the Real Property; and agree to be bound by all of the conditions and covenants contained in the Promissory Note and Deed of Trust. Buyer also agrees that the Deed of Trust shall secure all other sums that Buyer may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

(3) Transfer of Delinquency: Parties acknowledge:

(1) That in addition to the amounts owing on Exhibit "B", the account includes interest arrearage of $_N/A____.
The current principal balance includes a principal delinquency of $_N/A_________.

(2) The final installment, which is due upon maturity, will include these amounts.

(4) Consent to Transfer: Lender hereby consents to the transfer of the Real Property described in the Deed of Trust and the Promissory Note and waives its right to accelerate the entire unpaid balance of the Promissory Note by reason of the transfer; provided, however, that this consent shall not be deemed a waiver of the right to require consent to future transactions.

(5) Sellers' Release of Liability: In consideration of the execution and acceptance of this Agreement, Sellers are hereby released of any and all liability on the Promissory Note. As such, Sellers will waive presentation, demand of payment protest, and notice of nonpayment of the above indebtedness, and expressly consent to and waive the right to notice of the following: a delay or change in the performance of any of the provisions of the Deed of Trust, or in the time of payment of all or any installment of the principal; a change in the amount of one or more installments; partial releases of the property authorized by the Deed of Trust; the acceptance of additional security for the Promissory Note; a reduction or increase of the interest rate or principal of the Promissory Note; and subsequent assumption agreements.

(6) **Assignment by Sellers**: Sellers hereby transfer and assign to Buyer all of their rights, title, and interest in and to any and all refunds and credits that may at any time accrue under the Deed of Trust.

(7) **Governing Law**: All questions about the construction of this Agreement, and the right and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Virginia.

(8) **Binding On Successors**: This Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties.

(9) **Entire Agreement**: This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties, relating to the subject matter or this Agreement, that are not fully expressed in this Agreement.

(10) **Payment Information:** Please mail your regular monthly payments to the following address:

OCWEN LOAN SERVICING, LLC
P.O. BOX 6440
CAROL STREAM, IL 60197-6440

IN THE EVENT this Agreement is not executed by Sellers, Buyer is nevertheless bound by this Agreement.

EXECUTED on June 24, 2011, in the City of Richmond State of Virginia

SELLERS: Notary No: [signature] Michael R. Douglas — [signature] Witness

[signature] Gwendolyn D. Douglas — [signature] Witness

BUYER: [signature] Gwendolyn D. Douglas — [signature] Witness

LENDER: **Wells Fargo Bank Minnesota, National Association, Trustee First Franklin Mortgage Loan Trust 2003-FF5 Asset-Backed Certificates Series 2003-FF5, by OCWEN LOAN SERVICING, LLC hereafter called "Ocwen", it's attorney in fact**

By: ______________________

Title: ______________________

By: ______________________

Title: ______________________

SELLERS' ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011 before me, Jennifer Callwood a Notary Public in and for said county, personally appeared Michael R. Douglas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Callwood ID No. 289062
Notary Public in and for said County and State

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011 before me, Jennifer Callwood a Notary Public in and for said county, personally appeared Gwendolyn D. Douglas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer Callwood ID No. 289062
Notary Public in and for said County and State

BUYER'S ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Henrico

On June 24, 2011, before me, Jennifer Collwood a Notary Public in and for said county, personally appeared Gwendolyn D. Douglas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[signature] Collwood ID No 289062

Notary Public in and for said County and State

LENDER'S ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

On December 9, 2011, before me, Ron Blair a Notary Public in and for said county, personally appeared Renee Hensley Robert Kaltenbach who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct.

Witness my hand and Official Seal.

[signature]

Notary Public in and for said County and State.

RON BLAIR
Comm# DD0791783
Expires 5/29/2012
Florida Notary Assn., Inc

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON AND APPURTENANCES THERETO BELONGING, LYING AND BEING IN BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA, KNOWN AND DESIGNATED AS LOT 18, BLOCK B, SECTION 2 OF HUNGARY RIDGE, AS SHOWN ON A PLAT OF SURVEY BY KOONTZ-BRYANT, P.C., DATED OCTOBER 17, 1994, ENTITLED "HUNGARY RIDGE, SECTION 2", RECORDED DECEMBER 16, 1994 IN THE CLERK'S OFFICE, CIRCUIT COURT, HENRICO COUNTY, VIRGINIA, IN PLAT BOOK 99, PAGES 110-111, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE REAL ESTATE.

EXHIBIT "B"

BENEFICIARY'S STATEMENT & FINANCE INFORMATION

Effective Date:	04/22/2011
Original Loan Amount:	$191,650.00
Remaining Term:	198 months
Transferring Escrow Bal:	$---
Assuming Balance:	$171,468.36
Due Date:	05/01/2011
Past Due Payments:	---
Total Overdue Payments:	---
YTD Interest Paid:	
Assumption/Document Fee:	$400.00
Property Report Fee:	$175.00
Underwriting Fee:	$175.00
P&I Payment:	$807.61
MI Payment:	---
Escrow Payment:	$343.59
Total Payment:	$1,151.20
Interest Rate:	02.2500 % FIXED
Maturity Date:	11/01/2033
YTD Taxes Paid:	---
Late Charges:	
Escrow Due:	---
Prepaid Proc'g Fee:	
Qualifying Fee:	
Prepayment Penalty:	YES

Ocwen Dispute of Escrow, Foreclosure Fee, Unproperly applying Mortgage Payments, Credit Report (Jan15)
Personal Analysis over 5 years - Gwendolyn D. Douglas (Acct: #[redacted])

Date	Description	Escrow	Principal	Interest	Fee
3/14/2010	**Loan Transferred**	$1,224.53	**$177,231.17**		

Why did escrow begin in the negative? What was the transferred balance from Saxon Mortgage Co.?
Should be AT LEAST $305.41 x 4 (Jan,Feb,Mar, Apr) = $1,221.64
*****Saxon Escrow Acct. $1601.40 - advance payment on 11/20/2009*****

7/15/2010 Escrow Payment Increased by: $38.18

3/14/2010 Beginning Balance $1,224.53
Total escrow collected= $2,672.36
Total escrow ins/taxes= $3,046.80
There is a diff/refund= [illegible]
*There should AT LEAST be diff/refund** $847.20

1/1/2011 Beginning Balances $1,255.38 **$172,921.23**
Why did the escrow account begin in the negative?

6/15/2011 Escrow Payment Increased by: $52.86
7/13/2011 Foreclosure Fee [illegible]
Spent almost 2 years questioning this fee and not resolved in fact Ocwen took an escrow refund and applied it to the fee.

12/15/2011 Ending Balance $208.63
Why did the escrow account end in the negative?
Total amount collected= $4,493.10
Total cost of ins/taxes= $3,102.76
*There should be a diff/refund** $1,390.34

1/25/2012 Beginning Balance $187.82
Why did the escrow account begin with only $187.82??
February's escrow payment of $396.45 was not applied to the balance

Total amount collected= $3,831.09
Total cost of ins/taxes= $2,761.00
There should be a diff/refund** $1,070.09

Ocwen Dispute of Escrow, Foreclosure Fee, Unproperly applying Mortgage Payments, Credit Report (Jan15)
Personal Analysis over 5 years - Gwendolyn D. Douglas (Acct: [redacted]

1/15/2013 Beginning Balance	**$1,125.58**	
3/13/2013 Escrow Adjustment	**$307.39**	
3/13/2013 Foreclosure Fee		$307.39

Ocwen took the escrow refund and applied it to the $575.00 foreclosure charged in July 2011.

Total amount collected=	**$2,897.20**
Total cost of ins/taxes=	$2,813.00
*There should be a diff/refund**	$84.20

1/15/2014 Beginning Balance	**$868.36**

Total amount collected=	**$2,854.04**
Total cost of ins/taxes=	$2,927.00
*There should be a diff/refund**	$72.96

1/8/2015 Received January Payment of $1,169.27 put in Suspense
1/15/2015 Received payment of $281.57 , Jan - $1450.84
Ocwen did not apply payment properly and things really went downhill....
Ocwen should NOT have reported me 30 to credit bureau in January even with the new payment

2/25/2015 Received Feb. payment of $1600.00 mort. & fees
Due to financial hardship, review of documents will resume pay under 2.2%
3/13/2015 Received payment of $250.00
5/8/2015 Received payment of $1100.00
6/8/2015 Received payment of $1050.00
6/18/2015 Received payment of $1100.00
7/15/2015 Received payment of $1100.00
Ocwen has returned 6/8, 6/18 payments

1/8/2015 Beginning Balance	**$561.87**
Total amount collected=	**$723.84**
Total cost of ins/taxes=	$1,039.22
*There should be a diff/refund**	$246.49

Ocwen Dispute of Escrow, Foreclosure Fee, Unproperly applying Mortgage Payments, Credit Report (Jan15)
Personal Analysis over 5 years - Gwendolyn D. Douglas (Acct: #[redacted]

2010	$847.20
2011	$1,390.34
2012	$1,070.09
2013	$84.20
2014	$72.96

***Total overage/refunds over the years AT LEAST** **$3,464.79**
Total does not take into account that the beginning balances are incorrect *

Ocwen Collected(2010-201	$16,747.79
Ocwen Paid	$14,650.56
	$2,097.23

Tracking # 1Z 14E 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 3885
UPS Next Day Air Label

11/09/2009

Escrow -

MICHAEL R DOUGLAS
GWENDOLYN D DOUGLAS

9508 WILLOW RIDGE DR.
GLEN ALLEN, VA 23060

RE: Saxon Mortgage Loan No. [redacted]

Dear Customer.

We are pleased to inform you that you have been approved for a Loan Modification. Enclosed are two (2) copies of a Loan Modification Agreement ("Modification Agreement") and one (1) copy of both an Errors and Omissions/Compliance Agreement ("Compliance Agreement") and a Notice of No Oral Agreements ("Notice").

Please review the documents to ensure that the terms are consistent with the terms you discussed with your Saxon Mortgage Services, Inc. ("Saxon") associate. We encourage you to consult with a legal professional before signing either Agreement.

- Your approved modified principal amount includes delinquent payments for the months of 08/01/2009 through 12/01/2009.
- Your monthly payment of principal and interest stated in the Modification Agreement does not include escrows. Your **estimated** monthly escrow payment will be $ 320.28 and your **estimated** total monthly payment of principal, interest, and escrows will be $ 1,127.89.
- Your new monthly payment amount will be due beginning on the date stated in the Modification Agreement.
- You must send certified funds in the amount $ 1,601.40 as a deposit ("Deposit"). The Deposit includes the following fees and reflects any funds in suspense or any deposit you may have previously made:

o Payments Posted	$	0.00
o Interest Due/Uncollected	$	0.00
o Late Charges Due	$	0.00
o Late Charges Uncollected	$	0.00
o Escrow Advance	$	1,601.40
o Expense Advance Paid	$	0.00
o Expense Advance Unpaid	$	0.00
o Admin Fees	$	0.00
o Optional Insurance Description	$	0.00
o Suspense Funds	($	0.00)

Sent on 11/20/09

OCWEN

Ocwen Loan Servicing, LLC
WWW.OCWEN.COM
Helping Homeowners is What We Do!™

1661 Worthington Road, Suite 100
West Palm Beach, FL 33414
Toll Free: (800) 746-2936

Foreclosure fee
(1 of 10)

Date 07/17/2015

PAYMENT HISTORY

Loan Number : [redacted]
Customer Name: Gwendolyn Douglas
Property Address: 9508 Willow Ridge Dr
Glen Allen, VA 23060

Period From: 01/01/2011 To: 12/31/2011
View Option : Show All Transactions

Dear Douglas

Our company has recently received a request for information on the above referenced loan, which is enclosed for your review.

Sincerely,

Ocwen Loan Servicing, LLC

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS #:1852

OCWEN

Ocwen Loan Servicing, LLC
WWW.OCWEN.COM
Helping Homeowners is What We Do!™

1661 Worthington Road, Suite 100
West Palm Beach, FL 33414
Toll Free: (800) 746-2936

Foreclosure Fee (2 of 10)

Loan Number : [redacted]

Customer Name: Gwendolyn Douglas

CheckOrNumber	PaymentDueDate	PaymentReceivedDate	DateAssessedOrTransactionDate	DaysBetweenPayments	Description	AmountAppliedOrAssessed	PrincipalApplication	InterestApplication	EscrowApplication	OptionalProducts	LateCharges	FeeOther	SuspenseApplication	PrincipalBalance	EscrowBalance	InterestArrearageBalance	SuspenseBalance
	01/01/2011			0	Beginning Balance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$172,921.23	($1,255.38)	$6,461.33	$0.00
	01/01/2011	01/17/2011		0	Payment	$1,151.20	$482.40	$326.13	$343.59	$0.00	$0.00	$0.00	$0.00	$172,821.23	($1,255.38)	$6,461.33	$0.00
	02/01/2011	02/15/2011		29	Payment	$1,151.20	$483.36	$324.35	$343.59	$0.00	$0.00	$0.00	$0.00	$172,437.85	($911.79)	$5,461.33	$0.00
	03/01/2011	03/15/2011		28	Payment	$1,151.20	$484.29	$323.32	$343.59	$0.00	$0.00	$0.00	$0.00	$171,953.48	($568.20)	$5,461.33	$0.00
	04/01/2011	04/15/2011		31	Payment	$1,151.20	$485.29	$322.41	$343.59	$0.00	$0.00	$0.00	$0.00	$171,468.36	($224.61)	$5,461.33	$0.00
	05/01/2011		05/12/2011	0	Tax Disbursement-HENRICO COUNTY	($1,104.90)	$0.00	$0.00	($1,104.90)	$0.00	$0.00	$0.00	$0.00	$171,468.36	($1,329.51)	$5,461.33	$0.00
—	05/01/2011	05/16/2011		31	Payment	$1,151.20	$486.11	$321.50	$343.59	$0.00	$0.00	$0.00	$0.00	$170,982.25	($985.92)	$5,461.33	$0.00
	06/01/2011	06/15/2011		30	Payment	$1,204.05	$487.02	$320.58	$396.45	$0.00	$0.00	$0.00	$0.00	$170,495.23	($589.47)	$5,461.33	$0.00
			07/13/2011	0	Foreclosure Fee	($875.00)	$0.00	$0.00	$0.00	$0.00	$0.00	($875.00)	$0.00	$0.00	$0.00	$0.00	$0.00
	07/01/2011	07/15/2011		30	Payment	$1,204.05	$487.93	$319.66	$396.45	$0.00	$0.00	$0.00	$0.00	$170,007.30	($193.02)	$5,461.33	$0.00
	08/01/2011		07/27/2011	0	Insurance Disbursement-NORTHERN NECK INSURANCE CO.	($136.96)	$0.00	$0.00	($136.96)	$0.00	$0.00	$0.00	$0.00	$170,007.30	($329.98)	$5,461.33	$0.00
	08/01/2011	08/15/2011		31	Payment	$1,204.05	$488.85	$318.75	$396.45	$0.00	$0.00	$0.00	$0.00	$169,518.45	$66.47	$5,461.33	$0.00
	09/01/2011		09/12/2011	0	Insurance Disbursement-NORTHERN NECK INSURANCE CO.	($706.00)	$0.00	$0.00	($706.00)	$0.00	$0.00	$0.00	$0.00	$169,518.45	($639.53)	$5,461.33	$0.00
	09/01/2011	09/15/2011		31	Payment	$1,204.05	$489.76	$317.85	$396.45	$0.00	$0.00	$0.00	$0.00	$169,028.69	($293.08)	$5,461.33	$0.00
	10/01/2011	10/17/2011		32	Payment	$1,204.05	$490.68	$316.92	$396.45	$0.00	$0.00	$0.00	$0.00	$168,538.01	$103.37	$5,461.33	$0.00
	11/01/2011		11/15/2011	0	Tax Disbursement-HENRICO COUNTY	($1,104.90)	$0.00	$0.00	($1,104.90)	$0.00	$0.00	$0.00	$0.00	$168,538.01	($1,001.53)	$5,461.33	$0.00
	11/01/2011	11/15/2011		29	Payment	$1,204.05	$491.60	$316.01	$396.45	$0.00	$0.00	$0.00	$0.00	$168,046.41	($605.08)	$5,461.33	$0.00
	12/01/2011	12/15/2011		30	Payment	$1,204.05	$492.52	$316.09	$396.45	$0.00	$0.00	$0.00	$0.00	$167,553.89	($208.63)	$5,461.33	$0.00
				0	Ending Balance	$0.00	$0.00	$0.00	$0.00	$0.00	($120.80)	$1,092.35	$0.00	$167,553.89	($208.63)	$5,461.33	$0.00

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TRANSMISSION VERIFICATION REPORT

Foreclosure Fee
(3 of 10)

TIME : 02/16/2012 14:49
NAME : COMM ATTY
FAX : 8046460506
TEL : 8046463500
SER.# : BROE9J933326

DATE,TIME	02/16 14:48
FAX NO./NAME	918667715152
DURATION	00:00:40
PAGE(S)	02
RESULT	OK
MODE	STANDARD

7/13/12 = would research it and get back to me.
Amrit => He called me left message 7/12/13 cell phone
7/17/12 = stated that foreclosure fee is valid = for more than 1 month deliquent.

Ashraque - supervisor not available and no other manager available

4/8/13 = Priyanka - account specialist - supervisor
called again because they took my escrow surplus =>
→ Naresh. (Their supervisor

Fax

Foreclosure Fee
(4 of 10)

To:	Ocwen Consumer Ombudsman	From:	Gwendolyn D. Douglas
Fax:	866-771-5152	Pages:	(2) including cover fax sheet
Phone:	800-390-4656	Date:	2/16/2012
Re:	Loan #[redacted] – $575.00 Fee	CC:	

☐ Urgent ☐ For Review ☐ Please Process ☑ Please Reply ☐ Please Recycle

Gwendolyn D. Douglas
9508 Willow Ridge Drive
Glen Allen, VA 23060
804-756-6077

Foreclosure Fee
(5 of 10)

February 16, 2012

Re: Ocwen Loan #[redacted]

Ocwen Financial Corporation
Attn: Office of the Consumer Ombudsman
PO Box 785061
Orlando, Florida 32878-5061

To Whom It May Concern:

This letter is to inform you of my effort that I have made to get Ocwen to correct and remove a $575.00 fee off of my account. I first noticed a fee of $575.00 on my account on the July 2011 statement. I called Ocwen on **August 8, 2011** to inquire about the fee and the customer service person responded that it was a foreclosure fee. I then replied that my home is not in foreclosure she then placed me on hold to research my account and agreed that my home is not in foreclosure and didn't know why the fee was there but will send a request to the research department and they would contact me within 15 days. I called Ocwen again on **November 2, 2011** to inquiry about the same issue. The response from the customer service person was that she was going to send another request to the research dept. and they would contact me in 15 days. I called Ocwen again on **January 25, 2012** about the $575.00 fee and the response this time was the fee was because of the company Les Zieve Attorneys placed it on there on June 8, 2011 for loan assumption. Well, now we were getting somewhere, so I told them that I didn't owe the attorneys anything and besides if I did they would not have processed my paperwork. They responded that I had to call the Attorney's office and settle it with them. As a result, I called the attorney's office and of course Julie Simpkins stated that I didn't owe them anything and she doesn't know why the mortgage company is assessing me with a $575.00 fee.

I am very disappointed with the way my account is being handled. It actually scares me to think that I am sending money to a company who cannot keep and manage their financial records properly. There are other account management issues that I could complain about but it's just not worth my time and effort. In short... please look into this and let's see what you can accomplish to resolve this issue I'm not sure why no one else could resolve this before now. But I'm looking forward to seeing what you could do.

Sincerely,

Gwendolyn D. Douglas

TRANSMISSION VERIFICATION REPORT

Foreclosure Fee (6 of 10)

TIME : 07/30/2013 10:37
NAME : COMM ATTY
FAX : 8046460506
TEL : 8046463500
SER.# : BROE9J933326

DATE,TIME	07/30 10:35
FAX NO./NAME	914077376375
DURATION	00:01:44
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

Foreclosure Fee
(LT 4 10)

Fax

TO:	Ocwen Loan Servicing, LLC Research Department	FROM:	Gwendolyn Douglas
FAX:	407-737-6375	PAGES:	(5) including the cover
PHONE:	800-390-4656	DATE:	07/30/13
RE:	Assumption Fee- Loan #[redacted]	CC:	

This document should contain an additional (4) pages and is in reference to a dispute of fees assessed to my account on July of 2011.

Pg #2

Gwendolyn D. Douglas

♦♦♦

9508 Willow Ridge Drive ♦ Glen Allen, Virginia 23060
804-756-6077 (H) 804-646-3519 (W)

Foreclosure Fee (8 & 10)

July 30, 2013

Ocwen Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Re: Assumption Process Fee- $575.00 to Loan # [redacted]

This letter is in response to your letter dated July 12, 2013. Ocwen Loan Servicing, LLC has charged me in error. I should not have been charged $575.00 for an assumption fee. Attached are documents supporting the fees and payment sent to Ocwen in reference to the assumption process on my mortgage loan # [redacted]

The letter dated June 2, 2011 included the original Assumption Closing Documents and requested a total of $750.00 payable to Ocwen Loan Serving, LLC for processing fees. I returned the completed and signed documents along with a certified check for $750.00 to Ocwen Loan Servicing, LLC as such, my paperwork was processed.

In addition, I called Julie Simpkins from the Law Offices of Les Zieve and she confirmed that I had met all of the financial requirements before she processed the paperwork as requested. My home has never been in foreclosure and I have paid all assumption fees.

It is my understanding that Ocwen has taken $373.77 from my escrow overpayment which should have been refunded to me. Please refund $373.77 back to me by mailing a check and remove the balance of 202.23 off of my account/statement.

Thank you,

Gwendolyn D. Douglas

OCWEN Loan Servicing, LLC
P.O. Box 785063
Orlando, FL 32878-5063
(Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

mail supporting documents for assumption fees.

Pg. #3

July 12, 2013

Foreclosure Fee (9 of 10)

Gwendolyn D. Douglas

9508 Willow Ridge Drive.
Glen Allen, VA 23060

RE: Loan Number: [redacted]
Property Address: 9508 Willow Ridge Drive
Glen Allen, VA 23060

Dear Gwendolyn D. Douglas :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern#1 You expressed concern regarding the foreclosure fees assessed on the loan, which you believe is incorrect. Therefore, you requested us to review and provide you with an explanation in this regard.

Response A review of the records indicates that the above loan is reviewed for assumption. The foreclosure fees and costs assessed to the loan are related to the assumption process. Therefore, the foreclosure fees and cost of $575.00 assessed to the loan are related to the assumption process. Out of which, funds in the amount of $373.77 have been paid and $202.23 are still outstanding on the loan, which is valid.

For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

We trust the information provided has fully addressed your concern. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Sincerely,

Vinuta Bhat
Research Department
Ocwen Loan Servicing, LLC

RRCMAINLTRM.12 1

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Loan Number:71917967

NMLS # 1852

Page # 4

Ocwen Loan Servicing, LLC

Foreclosure Fee (10 of 10)

June 2, 2011

Gwendolyn D. Douglas
9508 Willow Ridge Drive
Glen Allen,VA 23060

RE: Loan No. [redacted]
Borrower: Douglas to Douglas
Property Address: Same as above

Dear Ms. Douglas:

Enclosed please find the aforementioned original Assumption Closing Documents. Please have the seller and buyer complete, sign and notarize all of the document where indicated and return to me OVERNIGHT COURIER, together with your cashier's check, money order, certified funds or attorney/title company account check in the amount of $750.00 payable to Ocwen Loan Servicing, LLC., to the following address:

Law Offices of Les Zieve
[illegible]
[illegible] CA [illegible]
c/o Julie Simpkins
714-848-7920

It is your responsibility to prepare and record a warranty/grant deed in the county where the property is located and provide Ocwen with a recorded copy.

If you have any questions or we can be of any further assistance to you, please do not hesitate to call me.

Sincerely,

Julie Simpkins

Julie Simpkins
Law Offices of Les Zieve
[illegible]
[illegible]
[illegible]
[illegible] FAX

Pg. 3 Prepayment Penalty = YES

Credit

Credit History

Account Number: [redacted]

2015										0	0	1
2014	0	0	0	0	0	0	0	B	B	B	B	B
2013	B	B	B	B	B	B	B	B	B	B		

0	0 payments past due(current account)
1	30-59 days past due date
2	60-89 days past due date
3	90-119 days past due date
4	120-149 days past due date
5	150-179 days past due date
6	180 or more days past due date
B	No prior payment history available
D	No payment history available this month
E	Zero balance and current account
G	Collection
H	Foreclosure
J	Voluntary Surrender
K	Repossession
L	Charge-Off

For additional monthly credit history, please contact Experian, Equifax, Transunion or Innovis

NOTE: Total may not equal 100% due to rounding

Credit ~~Score~~ (1 of 3)

Account Age

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History	30 Years, 8 Months
Average Account Age	8 Years, 8 Months
Oldest Account	SYNCB/JC PENNEYS (Opened 10/01/1984)
Most Recent Account	WELLS FARGO DLR SVC/ (Opened 2014/08/18)

Inquiries - Requests for your Credit History

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years	8
Most Recent Inquiry	EQUIFAX MORTGAGE SERVICES::5681352506 (04/06/15)

Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records	0
[redacted]	[redacted]
Collections	0

Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

Open Accounts

[redacted]

OCWEN LOAN SERVICING	7191XXXX	10/09/2003	$148,576	03/31/2015	PAYS AS AGREED

[redacted]

Attn: Research Dept
12650 Ingenuity Dr
Orlando , FL-328262703
(800) 746-2938

Account Number:	7191XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	$ 191,650
Type of Account :	Mortgage	Credit Limit:	
Term Duration:	24 Years	Terms Frequency:	Monthly (due ev month)
Date Opened:	10/09/2003	Balance:	$ 148,576
Date Reported:	03/31/2015	Amount Past Due:	

Credit (2 of 3)

Date of Last Payment:	03/2015	Actual Payment Amount:	$ 250
Scheduled Payment Amount:	$ 1,451	Date of Last Activity:	03/2015
Date Major Delinquency First Reported:		Months Reviewed:	57
Creditor Classification:		Activity Designator:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	N/A		
Comments:			

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015 ?	30											
2014			30									
2013												
2012												
2011	NR	NR	NR	NR	NR							
2010	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2009	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2008						NR	NR	NR	NR	NR	NR	NR

Historical Account Information

	N/A	N/A	03/2015	N/A	01/2015	12/2014
Balance			148576		149194	149194
Scheduled Payment Amount			1451		1451	1451
Actual Payment Amount			250		1169	1169
Date of Last Payment			03/2015		12/2014	12/2014
High Credit			191650		191650	191650
Credit Limit						

Credit (3 of 3)

Amount Past Due					322	
Type of Loan			Conventional RE Mortgage		Conventional RE Mortgage	Conventional R Mortgage
Activity Designator						
Comments					Paying under a partial payment agreement	

	11/2014	10/2014	09/2014	N/A	07/2014	N/A
Balance	149721	150247	150772		151819	
Scheduled Payment Amount	1049	1049	1049		1049	
Actual Payment Amount	1089	1049	1049		1049	
Date of Last Payment	11/2014	10/2014	09/2014		07/2014	
High Credit	191650	191650	191650		191650	
Credit Limit						
Amount Past Due						
Type of Loan	Conventional RE Mortgage	Conventional RE Mortgage	Conventional RE Mortgage		Conventional RE Mortgage	
Activity Designator						
Comments						

	N/A	N/A	N/A	N/A	N/A	N/A
Balance						
Scheduled Payment Amount						
Actual Payment Amount						
Date of Last Payment						
High Credit						